



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
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FORWARDING LETTER

Sub: IFB No. CDO2164P20 – Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years with a provision to enter into a framework agreement for a duration of 02 (Two) years.

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years with a provision to enter into a framework agreement for a duration of 02 (Two) years.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDO2164P20
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System.
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department,

		Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	: Minimum 120 (One Hundred Twenty) days from Original Bid Closing Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	: 30 (Thirty) days from the date of issue of LOA
(x)	Bid Security/EMD Amount	: i. Rs. 24,58,000.00 (Rupees Twenty Four Lakh Fifty Eight Thousand only) for bidders quoting for O&M of 02 (Two) Nos. of Work Over rigs ii. Rs. 37,22,000.00 (Rupees Thirty Seven Lakh Twenty Two Thousand only) for bidders quoting for O&M of 04 (Four) Nos. of Work Over rigs. a. The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith (Proforma-V) issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. b. Alternately, Bid Security can also be paid through the online payment gateway against this tender. c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before 12.45 PM (IST) on the bid closing/opening date otherwise bid will be rejected. d. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents. e. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's

			<p>discretion, as per Clause No. 9.0 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>Notes:</p> <p>Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in Para. No. 4.0 below.</p> <p>Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.</p>
(xi)	Bid Security/EMD Validity	:	<p>As mentioned in the E-procurement portal.</p> <p>(Minimum 150 days from original bid closing date).</p>
(xii)	Original Bid Security to be submitted	:	<p>Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA</p>
(xiii)	Amount of Performance Security	:	<p>10% of Annualized Contract value.</p> <p>a. Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith (Proforma-VII) or in the form of Demand Draft.</p> <p>b. Performance Security Money shall not earn any interest.</p>
(xiv)	Validity of Performance Security	:	<p>90 (Ninety) days beyond contract period/duration.</p>
(xv)	Location of job		<p>Assam & Arunachal Pradesh</p>
(xvi)	Duration of the Contract	:	<p>04 (Four) years</p>
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<p>Refer clause No. 28 of General Conditions of Contract.</p>

(xviii)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	Not Applicable

Note:

a. The Bank Guarantee issuing Bank branch must ensure the following:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

3.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

3.4 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

3.5 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

4.0 EXEMPTION FROM BID SECURITY PAYEMENT: In case any bidder is exempted from paying the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Bid security are given below.

- a) MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration.
- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

- c) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- d) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

5.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

6.0 The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

7.0 The tender is invited under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM.** The bidder has to submit both the **"TECHNICAL"** and **"PRICED"** bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and Time stipulated in the E-Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment"** Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page.** The Price Bid rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's E-Tender portal. The price quoted in the **"PRICE BIDDING FORMAT"** will only be considered for evaluation.

8.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

9.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

10.0 Conditional bids are liable to be rejected at the discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

11.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

11.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

11.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

11.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

11.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

11.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

11.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

12.0 BIDDING DOCUMENTS:

12.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) BEC/BRC
- c) General Conditions of Contract (GCC): **Part-I**
- d) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- e) Special Conditions of Contract (SCC): **Part-III**
- f) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**
[Not applicable for this Tender]

- g) Safety Measures (SM): **Part-V**
- h) Integrity Pact (IP): **Part-VI**
- i) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- j) Proformas and Annexures
- k) Technical Evaluation Sheet for BEC-BRC & others

12.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

SPECIAL NOTE: Please note that all tender forms (Forwarding Letter, (BEC-BRC) Bid Evaluation Criteria & Bid Rejection Criteria, Part-I: (GCC) General Conditions of Contract, Part-II: (SOQ) Schedule of Work, Unit and Quantity, Part-III: (SCC) Special Conditions of Contract, Part-V: (SM) Safety Measures, Part-VI: (IP) Integrity Pact, Price Bidding Format, Technical Evaluation Sheet for BEC-BRC & others) and supporting documents are to be submitted through OIL’s E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE):

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT:

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL’s CGM-Contract’s office at Duliajan **on or before 12.45 PM (IST) on the bid closing date** failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

13.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI/Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital

signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India;
E-mail id: rajivmathur23@gmail.com
- b. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

14.0 PREPARATION OF BIDS:

14.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

14.2 DOCUMENTS COMPRISING THE BID:

(I) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical Attachment" Tab.

(II) PRICED BID:

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their rates/prices in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab in the

main bidding engine of OIL's E-Tender portal. The price quoted in the **"PRICE BIDDING FORMAT"** will only be considered for evaluation.

15.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

16.0 TRANSFERABILITY OF BID DOCUMENTS:

16.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

16.2 Unsolicited offers will not be considered and will be rejected straightway.

17.0 FORMAT AND SIGNING OF BID:

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

18.0 AMENDMENT OF BIDDING DOCUMENTS:

18.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

18.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and External Area – "Amendments" folder. The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender Portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

19.0 SUBMISSION OF BIDS:

19.1 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract.

19.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

19.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

19.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

19.5 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

20.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading **“Price Bid”**

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

Note:

- * The **“Technical Bid”** shall contain all techno-commercial details **except the prices**.
- ** The **“Priced bid”** must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

21.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under **“Notes & Attachment”**. As per the existing process, Bidders must upload their pricing as per the **“Price Bidding Format”** under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the RFX details are displayed: RFX Response Number 60038748, RFX Number, RFX Owner BHARALI, and Total Value 0.00 INR. The main section has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section contains three highlighted fields with callouts:

- Currency:** A dropdown menu set to 'Indian Rupee'. Callout: 'Bidder to select the currency of the Response'.
- Detailed Price Information:** A dropdown menu set to 'No Price'. Callout: '"Total Bid Value" is mandatory in "No Price" RFX only'.
- Total Bid Value:** A text input field. Callout: '"Total Bid Value" considering all the taxes & duties.'

 There is also a **Terms of Payment** section with a checkbox.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

22.0 DEADLINE FOR SUBMISSION OF BIDS:

22.1 Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 25.0 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

22.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

22.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

23.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS:

24.1 Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time

as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

24.2 No bid can be modified/withdrawn subsequent to the deadline for submission of bids.

24.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

25.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

26.0 BID OPENING AND EVALUATION:

26.1.1 The bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

26.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 26.1.1 above.

26.2 In case it happens to be a bandh/holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date/time will get extended up to the next working day and time (except Saturday).

26.3 Bids which have been withdrawn pursuant to Clause 24.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

26.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 26.3.

26.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

26.6 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a

substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

26.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

26.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

27.0 EVALUATION AND COMPARISON OF BIDS:

27.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

27.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

27.3 DISCOUNTS/REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

27.4 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/ rebates, the contract shall be awarded after taking into account such discounts/ rebates.

28.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Bidding Policy (available in OIL's website) of Company.

29.0 CONTACTING THE COMPANY:

29.1 Except as otherwise provided in Clause 27.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 26.5.

29.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

30.0 AWARD CRITERIA: OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID: OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior

to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

32.0 NOTIFICATION OF AWARD: Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.

33.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

34.0 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

35.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

36.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

37.0 MOBILISATION ADVANCE PAYMENT:

37.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI, CAG Branch, Kolkata from the date of payment of the advance till recovery/refund.

37.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 02 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

37.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

38.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt

as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

39.0 SIGNING OF CONTRACT:

39.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

39.2 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) or in the form of Demand Draft favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

39.3 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

39.4 The "Performance Security" will be refunded to the contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

40.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.

41.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

42.0 Failure of the successful bidders to comply with the conditions as specified in Para 39.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

43.0 OIL now looks forward to your active participation in the IFB.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED
(KAUSHIK DAS)

SENIOR CONTRACTS OFFICER (OPERATIONS)

For **CGM (CONTRACTS)**

Date: 08.08.2019

For **RESIDENT CHIEF EXECUTIVE**

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

This tender is floated to cater the specific requirement of Operation and Maintenance of 04 (Four) No. Workover Rig of OIL for a period of 04 (Four) years, with a provision to enter into **Framework Agreement** with all technically qualified bidders for the whole scope of work. This Framework Agreement with the technically qualified bidders will be for a duration of 02 (two) years from the commencement of contract awarded against the tender for the specific requirement at the same scope of work and terms and conditions. Based on the future requirement of OIL, within these terms and conditions and scope of work of the tender, Price Bid for the service will be sought from all the technically qualified bidder(s) for the forthcoming requirements. Bidders will be techno-commercially evaluated based on criteria as mentioned below:

1.0 BID EVALUATION CRITERIA (BEC)

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.1 FINANCIAL CRITERIA

1.1.1 Annual Financial Turnover of the bidder during any of preceding **03 (Three)** financial/accounting years from the original bid closing date should be as per following:

- a. For bidders quoting for O&M of 02 (Two) Nos. Work Over Rigs, Annual Financial turnover should be minimum **Rs. 1,83,91,900.00 (Rupees One Crore Eighty Three Lakh Ninety One Thousand Nine Hundred only).**
- b. For bidders quoting for O&M of 04 (Four) Nos. Work Over Rigs, Annual financial turnover should be minimum **Rs. 3,67,83,700.00 (Rupees Three Crore Sixty Seven Lakh Eighty Three Thousand Seven Hundred only).**

1.1.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 1.1 above:

- a. For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2), any one of the following documents/photocopies must be submitted along with the bid:
 - (i) Audited Balance Sheet along with Profit & Loss account.

OR

- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth, as mentioned in Para 1.1.1 & 1.1.2.

1.2 TECHNICAL CRITERIA

1.2.1 The bidder shall have experience of providing at least one complete man-management services for operation of Drilling rigs/Work-over rigs to OIL/ONGC/any E&P company or Services of charter hire rig contract continuously for a minimum period of **01 (One) year** under single contract during last 07 (Seven) years to be reckoned from the original bid closing date.

1.2.2 Additionally, the bidder shall have experience in successfully executing/ completing at least one 'SIMILAR WORK' under single contract during the last 07 (seven) years reckoned from the original bid closing of following value:

- a.** For bidders quoting for O&M of 02 (Two) Nos. Workover Rigs, the bidder must have experience of successfully completing one SIMILAR work of value amounting to **Rs. 1,83,91,900.00 (Rupees One Crore Eighty Three Lakh Ninety One Thousand Nine Hundred only)**.
- b.** For bidders quoting for O&M of 04 (Four) Nos. Workover Rigs, the bidder must have experience of successfully completing one SIMILAR work of value amounting to **Rs. 3,67,83,700.00 (Rupees Three Crore Sixty Seven Lakh Eighty Three Thousand Seven Hundred only)**.

Notes to BEC Clause 1.2 above:

- a. "Similar Work" mentioned in Para 1.2.2 above means experience of providing Complete Man Management Services for Drilling/Workover Rig operation to OIL/ONGC/E&P companies through Man-Management service contract or Services of charter hire rig contract.
- b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
 - I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
 - A. Work order no./Contract no.
 - B. Gross value/quantity of job done
 - C. Period of Service
 - D. Nature of Service
 - II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:
 - A. Contract document showing details of work,
AND
 - B. Job Completion Certificate showing:
 - i. Gross value/quantity of job done
 - ii. Nature of job done and Work order no./Contract no.
 - iii. Contract period and date of completionOR
 - C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - i. Work order no./Contract no.
 - ii. Gross value/quantity of jobs done
 - iii. Period of Service
 - iv. Nature of Service
- c. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.
- d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.
- e. Following work experience will also be taken into consideration:
 - (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
 - (ii) In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven) years reckoned from the original bid closing date.

- (iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/qty/period c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity/period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed value/qty/period c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:
 - A. Breakup of similar work
 - B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - i. Work order no./Contract no.
 - ii. Gross value/quantity of job done
 - iii. Period of Service
 - iv. Nature of Service
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:
 - A. Breakup of similar work
 - B. Contract document showing details of work.
 - C. LOA/LOI/Work order showing:
 - i. Gross value/quantity of job awarded
 - ii. Nature of job awarded
 - iii. Contract no./Work order no.
 - iv. Contract period
 - D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - i. Work order no./Contract no.
 - ii. Gross value/quantity of job done

- iii. Period of Work done
- iv. Nature of Service

- f.** SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- g.** Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.

1.3 Bidders shall bid for operation and maintenance of either 02 (Two) or 04 (Four) Nos. of Workover rigs and shall categorically confirm the numbers of rigs for which they are bidding along with their technical bid.

1.4 The bidder must confirm the following in their bid:

- a. To provide experience and qualified personnel. The qualification and work experiences of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 (under Scope of Work, SCC). The complete Bio-data of the key personnel to this effect must be submitted for OIL's approval and clearance at the time of deployment
- b. To quote for full service as laid down in Terms of Reference/Technical Specifications/Details of Services.

1.5 Offers from bidder who had O&M Contract with OIL and the Contract(s) was terminated on account of non-performance during last 07 years from the original bid closing date shall be straightway rejected.

1.6 Bidders shall have to submit price break-up for their 'Day Rate charge' as per the format provided (Annexure-A) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids without breakup of 'Day Rate charge' or price not conforming to the minimum wage act shall be rejected.

1.7 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

1.8 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

1.9 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

1.10 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only

for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

1.11 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

1.12 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

1.13 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.14 **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

1.14.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

1.14.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

1.14.3 **Documentation required to be submitted by MSEs:** Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

1.15 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST) as per the Price Bid Format for O&M of 01 (One) No. of Workover rig for a duration of 04 (Four) years.

Total Estimated Contract Cost for Operation & Maintenance of 01 (One) No Rig for 04 (Four) Years Contract including all taxes & duties Except GST.

$T = TM + TOP + TILM + TOT + TRM$

Where,

- i. Total Mobilization charges of personnel, Lump sum, $TM = M \times 1$
- ii. Total Operating day rate charge for personnel, $TOP = ODR \times 1028 \text{ Days } [(365 \times 4 = 1460 \text{ days}) \text{ less ILM days in 4 years } (7 \text{ Days} \times 8 \times 4 = 224 \text{ days, considering 8 ILM in one year}) \text{ less Sundays in 4 years } (52 \times 4 = 208 \text{ days})]$.
- iii. Total Day Rate charge during ILM days, $TILM = \text{ILM day rate} \times 224 \text{ days } (7 \text{ days per ILM} \times 8 \text{ ILMs per year})$
- iv. Over time rate per hour, $TOT = (\text{Operating day rate} \div 16) \times 2000 \text{ Hrs}$
- v. Total Remobilization Charge, $TRM = RM \times 4$

NOTE: The above items/activities are as defined in 'Scope of Work' and 'Schedule of Rates and payment' of the tender.

1.16 Irrespective of the number of Workover Rigs for which O&M has been quoted by each bidder and found to be technically-commercially acceptable, award of contract for the total requirement of O&M for 04 (Four) Nos. of Workover Rigs will be split, as per following:

- a. The L1 bidder evaluated as per Clause 1.15 above would be awarded the contract for O&M of 02 (Two) Nos. Workover Rigs.
- b. The L2 bidder will be awarded the contract for O&M of remaining 02 (Two) Nos. of Workover Rigs provided they match their total quoted rates with that of the L1 bidder. In the event the L2 bidder declines to match their total quoted rates with that of the L1 bidder, the option would be provided to the L3 bidder to match their total quoted rates with that of the L1 bidder and contract for O&M of remaining 02 (Two) Nos. of Workover Rigs would be awarded to them if they agree to match their total quoted rate accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.
- c. In case no bidders are available to award the contract for O&M of remaining 02 (Two) Nos. of Workover Rigs, the option would be given to the L1 bidder, provided the L1 bidder quotes for operation & maintenance of 04 Nos. of Workover Rigs.

1.17 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

1.18 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in

the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

1.19 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

1.20 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

2.0 BID REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in Single Stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

2.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

2.4 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.

2.5 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.

2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD/Bid Bond

- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee/Security deposit
- (vi) Delivery/Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material/work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration/Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

2.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

2.12 Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.

2.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **“Part-VI/Integrity Pact”** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

3.0 GENERAL:

3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

3.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected

3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

3.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICES: Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years, with a provision to enter into a framework agreement for a duration of 02 (Two) years.

A. DEFINITIONS:

In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

WITNESSETH:

1.0 a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **Assam & Arunachal Pradesh.**

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2.0 The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3.0 The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4.0 The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The

valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7.0 The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8.0 The duration of the contract shall be for a period of **04 (Four) Years** from the commencement of the same i.e. after completion of mobilization. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9.0 In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10.0 The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. _____ ***(Not to be filled up by bidder while submitting the offer in Technical Attachments Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder)*** (_____ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for

deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

Note: All Invoices are to be sent to the following address:

Executive Director – Drilling Services
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

11.0 The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

13.0 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

14.0 The Contractor shall deploy local persons in all works.

15.0 The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

16.0 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

17.0 GENERAL OBLIGATIONS OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

18.0 SPECIAL CONDITIONS:

- a) ~~The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per

terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

19.0 ARBITRATION:

19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- b) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- f)** Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g)** The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Up to Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- h)** If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i)** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j)** The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k)** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l)** Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose

decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

20.0 FORCE MAJEURE:

20.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

20.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

20.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

21.0 TERMINATION:

21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

21.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

21.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

22.0 CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

22.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

22.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW: Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24.0 In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25.0 SET OFF CLAUSE: "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or

such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.

28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES: In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

29.0 SUBCONTRACTING: Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party. Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

30.0 MISCELLANEOUS PROVISIONS: Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

31.0 LIABILITY:

31.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

31.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor

irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

31.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

31.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

31.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

31.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

31.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

31.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

31.9 LIMITATION OF LIABILITY: Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in toto or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

32.0 CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

33.0 INDEMNITY AGREEMENT:

33.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

34.0 APPLICABLE LAW:

34.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

34.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

35.0 TAXES: Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

36.0 SUBSEQUENTLY ENACTED LAWS:

36.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

36.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

36.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

36.4 Notwithstanding the provision contained in clause 36.1 to 36.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/ sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

36.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

37.0 GOODS AND SERVICES TAX:

37.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

37.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

37.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

37.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

37.4.1 Bidder should also mention the **Harmonized System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.

37.5 Where the OIL is entitled to avail the input tax credit of GST:

37.5.1 OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same

proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

37.5.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:

37.6.1 OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

37.6.2 The bids will be evaluated based on total price including **GST**.

37.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

37.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

37.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

37.10 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

37.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

37.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

37.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

37.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

37.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

37.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/taxes finally assessed is on the lower side.

37.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

37.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

37.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

37.20 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

37.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

37.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

37.23 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

37.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

37.25 Documentation requirement for GST:

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: OIL GSTIN numbers are as follows:
Assam :18AAACO2352C1ZW
Arunachal Pradesh :12AAACO2352C1Z8
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorized representative.
GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

37.26 ANTI-PROFITEERING CLAUSE:

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

37.26.1 In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

38.0 WITHHOLDING:

Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv) Any payment due from Contractor in respect of unauthorized imports.
- When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

39.0 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

40.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Demand Draft/Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of annualized contract value) with validity of 90 (Ninety) days beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. If the performance security is submitted in the form of bank guarantee then in the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

41.0 NOTICE:

41.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

a) For contractual matters

CGM-Contracts
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) For technical matters

Executive Director – Drilling Services
OIL INDIA LIMITED
PO DULIAJAN - 786602,
ASSAM, INDIA
Phone No. 91-374-2806800
Email: ksaikia@oilindia.in

Contractor

Phone No.:

41.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SCHEDULE OF WORK, UNIT AND QUANTITY: (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years, with a provision to enter into a framework agreement for a duration of 02 (Two) years.

FOR 01 (ONE) NO. OF WORKOVER RIG

Item No.	Description of Services	UOM	Estimated Quantity
10	Mobilisation Charge	NO (Number)	1
20	Operating Day Rate (ODR)	DAY	1,028
30	Day Rate during ILM	LSM (Lumpsum)	224
40	Overtime per hour	HR (Hour)	2,000
50	Re-Mobilization Charge	LSM (Lumpsum)	4
1. Tenure of Agreement: 04 (Four) years			
2. Mobilisation Period: 30 (Thirty) days from the date of issue of LOA			

Notes:

1.0 Operating Day Rate: Day rate charges for personnel during operation shall apply upon commencement of work-over operation at present location as per work-over operational programme till declaration for rig down/rig-release after completion of work-over operation in present location

2.0 Day Rate during Inter-location Movement: Day Rate during Inter-location Movement will apply from the declaration of rig down/rig-release after completion of work-over operation in present location to commencement of work-over operation at next location as per work-over operational programme

Inter-location distance: Upto 30 km

Allowable time in days for ILM: 7 days

Note:

i. For every 10 KM increase in distance, beyond 30 KM, 01 (One) extra day will be considered.

ii. If the contractor fails to complete Inter-location Movement within the time limit mentioned above, no payment shall be made for the extra days required for completion of ILM. However, if the delay is not attributable to contractor, the period shall be extended accordingly with payment of Non-Operating Day Rate. (NODR)

3.0 Non-Operating Day Rate (NODR) (Per 16 Hrs. day) payable @ 75% of ODR: The Non-Operating Day rate will be payable under the following conditions:

- Waiting on order from OIL.
- For all time during which the Company at its option may suspend operations.
- Company decides to replace old equipment and commission new equipment.
- Rig package ready for ILM but Contractor unable to carry out the ILM for any reason not attributable to the Contractor.
- Delay of ILM due to attributable to OIL

4.0 **Force Majeure day rate:** 50% of the Operating day rate shall be payable to the contractor during the Force Majeure period as decided by Company. Company shall pay, the contractor a compensation during force majeure condition in the event the operations are suspended due to occurrence of a force majeure event during the operating days/Inter-location movement period, for the reasons given under force majeure clause elsewhere in this Contract.

5.0 No any rates shall be payable while crew personnel avails off i.e. on all Sundays and on off-days or holidays (if any) decided by OIL at its discretion

6.0 **Over-Time Rate per hour:** The over-time rate per hour shall apply in case the bidder has to perform the work beyond scheduled operating time of 16 hours on same day as per OIL's requirement and payable on pro-rata basis on 'Day Rate For Rig Operation'.

Bidders do not need to quote the rate for Over-time as only the indicated/ calculated rate as per this clause will be applicable/considered, even if quoted otherwise.

NOTE:

- i. Bidders need not quote for FORCE MAJEURE RATE and will not be considered for Bid evaluation.
- ii. Bidders shall have to submit price break-up for their quoted price complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids with un-realistic price not conforming to the minimum wage act shall be rejected.

SPECIAL CONDITIONS OF CONTRACT (SCC)**SECTION-I : SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION****1.0 SCOPE OF WORK:**

1.1 The contractor will provide Man Management Service for Two/Four number WORKOVER RIG to be provided by Oil India Limited (OIL) to carry out work-over operation of Oil & Gas wells of OIL in the depth range upto 6,000 m. in the Company's oilfields in the State of Assam and Arunachal Pradesh.

1.2 The contractor will also be responsible for providing manpower services for all other associated work like rig up and rig down at different locations and disassembling of mast, substructure, mud plant, water supply, electricity, well site management, laboratory services (with skilled operator only) wherever necessary and during inter location movement to carry out preventive , break down maintenance of rig equipment and utilities etc. which are required for carrying out the above operations.

2.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

2.1 The Contractor shall have to deploy their employees as per detailed list below for carrying out workover operation as well as other activities as per scope of the contract. The deployment of crew as per the pattern and minimum quantity as mentioned below shall be obligatory for the contractor from the time of spud in to declaration of rig down. Contractor shall be responsible for smooth operation of all the activities under the scope of the contract with deployment of the following minimum number of crew personnel:

A. KEY PERSONNEL FOR ONE RIG OPERATION :

Sl. No	Key Personnel	Number on location per shift	Total per day	Working Hours	Morning Shift	Second Shift	Allocated per Rig	Type of Work person
1	Tool Pusher/Rig In-Charge	1(one)	1	On call 16 Hrs		-	1	N.A
2	Driller	1(one)	2	8 Hrs	1	1	2	N.A
3	Asstt. Driller	1(one)	2	8 Hrs	1	1	2	Highly Skilled
4	Derrick Man/Top Man	1 (one)	2	8 Hrs	1	1	2	Skilled
5	Rig man/	5 (Five)	10	8 Hrs	5	5	10	Semi-

	Floor man							Skilled
6	Mechanic	1 (one)	2	8 Hrs	1	1	2	Skilled
7	Asstt. Mechanic	1 (one)	2	8 Hrs	1	1	2	Semi-Skilled
8	Electrician	1 (one)	2	8 Hrs	1	1	2	Skilled
9	Mud Attendant	1 (one)	2	8 Hrs	1	1	2	Skilled
10	HSE cum Liaisoning Officer	1 (one)	1	On call 16 Hrs	1		1	N.A

A. UNSKILLED PERSONNEL FOR ONE RIG OPERATION:

Sl. No	Unskilled Personnel	Number on location per shift	Total per day	Working Hours	Morning Shift	Second Shift	Allocated per Rig	Type of Work person
1	Telephone Attendant	1(one)	2	8 Hrs	1	1	2	Un-skilled
2	Helper for Mud attendant/Engineering jobs	2 (Two)	4	8 Hrs	2	2	4	Un-skilled

IMPORTANT NOTE:

(i) Contractor shall be responsible for deployment of his personnel for the contract in compliance with guidelines of MINES ACT,1952 and all other Rules (Mines Rule,1955,MVTR1966) Regulation (OMR1984)circulars and notification hereunder or any revision of these time to time without any additional cost. CONTRACTOR SHALL NOT BE ALLOWED TO DEPLOY HIS PERSONNEL BEYOND EXCESS OF WORKING HOURS/DAYS AS PER STATUTORY GUIDELINE. Working hours under the contract shall be in accordance with the Gazette Notification No S.O.1658(E) dtd 30th june,2014

(ii) Contractor shall ensure that payment to personnel under the contract is made in compliance with MINIMUM WAGE ACT OF GOVT as revised time to time as per categorisation.

2.2 DETAILED EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL:**2.2.1 Tool Pusher/Rig In-charge: 1(one) No. per rig operation**

i) Qualification and experience:

(a) Graduate Engineer with 3 years experiences in Drilling/Work-over wells, out of which at least one year as Tool Pusher / Rig-in-charge.

OR

(b) 3 Years Diploma in Engineering or B.Sc with 5 years' experience in Drilling/Work-over wells, out of which at least one year as Tool Pusher / Rig-in-charge

OR

(c) HS/PU in science or equivalent with 8 years experiences in Drilling/Work-over wells, out of which at least one year as Tool Pusher / Rig-in-charge.

In addition to above,

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Supervisory Level), and should be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Should be conversant about mud chemicals & maintenance of mud property.

2.2.2 Driller / Shift-in-charge: 1(one) No. per Shift

i) Qualification and experience

(a) Graduate in engineering with 2 years experience in Drilling/Work-over wells, out of which at least one year as Shift-In charge,

OR

(b) 3 Years Diploma in Engineering or B. Sc with 4 years experience in Drilling/Work-over wells, out of which at least one year as Shift-In charge,

OR

c) Higher Secondary (XIIth Class)/PU in science or equivalent with 6 years experiences in Drilling/Work-over wells, out of which at least one year as Driller/ Shift - In charge,

In addition to above,

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Driller Level), and should be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Should be conversant about mud chemicals & maintenance of mud property.

2.2.3 Assistant Driller: 1(one) No. per Shift

i) Qualification and experience:

(a) Diploma in Engg /Science Graduate with 2 years experience in Drilling/Work-over wells, out of which at least one year as Assistant Driller.

OR

(b) Minimum 10 + 2 pass with 3 years experience in Drilling/Work-over wells, out of which at least one year as Assistant Driller.

2.2.4 Top man/Derrick man – 1 (one) No. per Shift

i) Qualification and experience:

(a) Class 10 +2 /ITI with 4 years experience in Drilling/Work-over wells , out of which at least two year as Top man.

OR

(b) Class X with 6 years experience in Drilling/Work-over wells, out of which at least two year as Top man.

(c) Class VIII with 8 years experience as Floor Man in Drilling/Work-over wells, out of which at least two year as Top man.

2.2.5 Rig man/ Floor man: 5(five) Nos. per shift

i) Qualification and experience

a) Class X with 2 years experience in Drilling/Work-over wells , out of which at least 1(One) year as Rig Man .

OR

(b) Class VIII with 3 years experience in Drilling/Work-over wells, out of which at least 1(One) years as Rig Man

2.2.6 Mechanic: 1(one) No. per shift

(i) Qualification and experience:

(a) Diploma in Mechanical/Automobile Engg with 2 years related experience in Drilling/Work-over wells, out of which at least one year as Asstt. Mechanic,

OR

(b) ITI Diesel Mechanic /Filter /Motor Mechanic with 3 years related experience in Drilling/Work-over wells, out of which at least one year as Asstt. Mechanic

OR

(c) HSLC/HS or equivalent with 5 years related experience in Drilling/Work-over wells, out of which at least one year as Asstt. Mechanic

(ii) He should be able to detect the cause of breakdown of outfit engines, pump and other engines at well site and rectify the problems.

2.2.7 Asstt. Mechanic: 1(one) No. per shift

(i) Qualification and experience:

(a) Diploma in Mechanical/Automobile Engg with 1 year related experience in Drilling/Work-over wells.

OR

(b) ITI Diesel Mechanic /Filter /Motor Mechanic with 2 years related experience in Drilling/Work-over wells .

OR

(c) HSLC/HS or equivalent with 3 years related experience in Drilling/Work-over wells.

2.2.8 Electrician: 1(one) No. per shift

(i) The minimum qualification and experience of electrical personnel should be as under:

(a) Diploma in Electrical Engg with 3 years related experience in Drilling/Work-over wells.

OR

(b) ITI in Electrical with 6 years related experience in Drilling/Work-over wells .

(c) Must possess valid electrical workman permit (Part I & II) issued by Assam Licensing Board, Govt of Assam.

(d) Should have knowledge on use of tools and instrument such as avometer, megohmmeter etc. should have knowledge about hazardous area and equipments used in hazardous area.

2.2.9 Mud Attendant: 1(one) No. per shift

(i) Qualification and experience

(a) B.Sc in Chemistry with 2 years experiences of handling mud system in Drilling/Work-over wells. out of which at least one year as Mud attendant.

OR

(b) HS /PU in science or equivalent with 4 years experiences of handling mud system in Drilling/Work-over wells, out of which at least one year as Mud attendant

2.2.10 Telephone attendant: 1(one) No. per shift

2.2.11 Helper for Mud attendant/Engineering / Plinth maintenance jobs: 2(two) Nos. per shift.

2.2.12 HSE cum Liaison Officer --1 (one) no. per rig operation

a) Should be graduate/ Diploma in safety / fire Engineering after completion of HS/PU/I. Sc (10+2) with 1 year experience in Drilling/Work-over wells as HSE officer.

OR

b) HS/ PU or equivalent with 3 years experience in Drilling/Work-over wells as HSE officer

Job Description: Duties & responsibilities include safety during workover site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspections, preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety Analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. To follow all DGMS, OISD & MoEF guidelines and submit return at specified intervals.

a) Responsible for designating 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area.

- b) Responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain these equipment properly.
- c) Responsible for designating location entrance and exit.

Note:

- i) The experiences & qualifications are not exhaustive, however company may reject or accept a person without assigning any reason.
- ii) Emphasis for selection shall be on the job performance & output. At Company's own discretion, may accept a person relatively under qualified & less experienced based on his performance and output.
- iii) Multi skill jobs have to be performed by the Contractor's personnel

2.3 The Tool pusher/Rig In-charge should physically monitor critical well operations as decided by Company Representative and must visit well site daily and should report to Installation Manager's office as and when will be asked for receiving instruction / resolving any issue, on contractual obligation.

2.4 The Proforma for undertaking from the entire contractor's key personnel (as per annexure 'I'- Sample format attached) should be forwarded with their signature in presence of two-witnesses, prior to mobilisation.

2.5 The age limit of the key personnel, except the Tool Pusher should not be more than 50 years (documentary evidence to this effect should be submitted). However, OIL reserves the right to accept the personnel of above 50 years with good health conditions.

2.6 The personnel deployed by the contractor should comply with all the safety norms applicable during operation.

2.6.1 At least one or two personnel in each shift, deployed by Contractor, should be First Aid trained.

2.6.2 Relevant Key Personnel should be well versed in fire fighting, BOP control, gas testing etc. The appropriate certificates to this effect, issued by ONGCL / OIL or any other organization, also should be submitted prior to mobilisation.

2.6.3 Workmen below Driller level is classified as Highly skilled, Skilled, Semi-skilled and un-skilled workers as follows:

- i) Asst. Driller: Highly skilled
- ii) Topman: Skilled
- ii) Rig man: Semi -Skilled
- iii) Mechanic: Skilled
- iv) Asstt. Mechanic: Semi -Skilled
- v) Electrician: Skilled
- vi) Mud attendant: Skilled

vii) Telephone attendant/Helpers: Unskilled

Payment to the workmen by the Contractor shall have to be made as per Minimum Wage Act as per the above categories.

2.6.4 While recruiting the workers for execution of the contract, Contractor shall give preference to the workers who have experience in working similar type of contracts in OIL

NOTE: In case, the mentioned training course for contractors personnel is/ can be arranged by OIL, the contractor will be charged accordingly).

3.0 DETAILS OF SERVICES TO BE PROVIDED BY CONTRACTOR/OPERATOR:

3.1 The detailed service which the successful bidder will have to provide during the contract period are given in ANNEXURE-II & III for carrying out the operations for different work over locations as indicated in EXHIBIT - II & III.

3.2 Contractor shall provide a well site ambulance in Workover Rig . The ambulance shall be fully equipped with oxygen cylinder, stretcher, splinter, first aid box etc to transfer injured personnel for any emergency / accident during operation time

4.0 TECHNICAL SPECIFICATIONS: The specifications of OIL owned work-over rigs to be awarded for operation & maintenance are as per EXHIBIT-I. Out of, these work-over rigs any two/ four work-over rig will be allocated to the bidder/Contractor. Moreover, rig may be changed during course of operation as per discretion of OIL INDIA LIMITED.

5.0 DETAILS OF SERVICES:

5.1 The successful bidder/Contractor has to provide qualified and experienced personnel (crew) to operate Two/Four Rig on two shift basis of 8 (eight) hours under this tender/Contract.

5.2 The successful bidder/Contractor has to carry out the work-over job as per Exhibit-II.

5.3 The successful bidder/Contractor has to perform the other works as detailed in Exhibit-III. The expected time frame for carrying out the jobs are given in Exhibit-IV.

6.0 DURING THE WORKOVER OPERATION THE CONTRACTOR SHALL CARRY OUT THE FOLLOWING:

i) To measure the in going and out coming weight of the well fluid and keep record of the same in a most meticulous manner. The weight of the well fluid should be kept as per the well programme which will be handed over to contractor prior to resumption of the work. Loading / conditioning / preparing the work-over fluid shall be carried out by the contractor at site as specified/instructed by OIL.

- ii) To service the rig, equipment and ancillaries and keep the materials in tidy condition, the contractor shall test run the equipment and carry out preventive maintenance of the rig equipment and other rig ancillaries.
- iii) The contractor shall keep the record of economic consumption of diesel oil, lube oil, gear oil and day to day consumables required for the operation and forward the same to the authorized OIL's representative every day.
- iv) The contractor shall check, fill up oil and start all the engines at site and keep the engines ready. Necessary diesel oil & lube oil will be supplied by OIL.
- v) Contractor will maintain correctly detailed tally of tubular, tools, equipment etc. lowered in hole including dimensions sketches of bottom hole assembly have to be maintained by contractor, Tally book etc. will be provided by OIL.
- vi) The contractor shall carry out all repair jobs which can be done at site. The following are the examples and not limited to.
 - a) Adjustment of friction and sand line brakes.
 - b) Replacement of air valves, air line connection etc.
 - c) Adjustment of fan belts, transmission chain etc.
 - d) Slipping, cutting and change of casing line of the rig at site.
 - e) To top up and fill up lube oil, gear oil, hydraulic oil etc. including greasing of the rig and ancillaries, Engines, pumps etc. at site every day. Carry out breakdown maintenance of all equipment which can be carried out at site. Assistance may be provided by OIL wherever possible/ required at the discretion of OIL.
 - f) For repair of Rig equipment spares will be supplied by OIL.

7.0 The contractor shall carryout swabbing operation and after completion of same the rig and its equipment will have to be cleared off from all dirt, crude oil, sludge etc. if directed.

8.0 All the equipment supplied by OIL shall be kept in most tidy manner duly cleaned and serviced after each operation. All the tubulars laid-down on rack and other equipment are to be thoroughly cleaned with water after completion of job. Laid down doubles have to be cracked in singles on the rack.

9.0 Housekeeping and general condition of the rig equipment and sites shall be maintained by contractor as per standard oil field practices.

10.0 The Contractor shall ensure that the power packs of the rig engines and other ancillary engines are run in a most economic manner keeping in view the horse power requirement vis-à-vis string weight (hook load) in the hole.

11.0 The contractor shall make tubing's in doubles on rack during standby period without affecting the operation or as and when advised by OIL's representative.

12.0 After successful re-completion of the well, the well will be diverted to OCS/early production set up, which will be instructed to the contractor by OIL's representative.

13.0 Any other job pertaining to the oil field operation but not referred to in this bid documents, shall be carried out by the contractor as advised by OIL's representative.

14.0 The contractor shall also be required to perform breaking out and making up of tubular doubles, servicing of rig and accessories, handling, tools, etc. including painting. Simultaneous operations may be carried out when well killing operation, circulation or waiting on cement or milling operation are on subject to safety norms

15.0 All tally sheets, dimensional sketches, daily consumable list and miscellaneous spares consumed shall be handed over to OIL every day by the contractor.

16.0 Upon completion of work-over operation and consequent upon rig movement to the forward location along with the contractor's rig personnel, the contractor shall deploy one or two competent personnel to transfer work-over fluid, if required, as and when instructed by OIL.

17.0 Similarly, the contractor shall deploy one or two competent rig personnel to the forward location from the well under operation for placement of Statics, inter tank connections, hook up etc as well as to receive work-over fluid as and when instructed by OIL without affecting the progress of the well operation.

18.0 The contractor shall forward the theft cases, if any, during the course of operation or after completion of operations each and every day, within 12 hours of such occurrences. The theft report should be filled up in the format to be supplied by OIL and submitted to nearest police station with copy to OIL. However, if the material(s) is/ are lost due to contractor's negligence, it will be contractor's responsibility to replace/ compensate the same.

19.0 After completion of work-over rig movement to the forward location, the contractor shall check thoroughly and inform OIL about any materials left behind at the well site in the format to be supplied by OIL.

20.0 After release of the forward location for work-over operations, a joint meeting will be carried out with the competent representative of the contractor and the OIL's representative.

21.0 WORKING HOURS: The contractor shall have to perform the work usually 16 (Sixteen) hours in two shifts of eight hours each in a day. In case of well urgency, the operation have to be continued beyond 16 (Sixteen) hours up to a maximum of 24 hours in particular day /days [with maximum of 12 hours continuously in each shift], also during crew's off day / days i.e. on Sunday in a particular well, and will be paid overtime as applicable. Crew's weekly off day/days may be preponed or postponed on mutual agreement, depending upon the well urgency

22.0 The contractor shall provide all types of first aid facilities including stretcher.

23.0 OIL shall provide emergency medical assistance to the contractor's personnel at its hospital at Duliajan on chargeable basis. However, the first aid facilities should be made available with first aid trained personnel at well site by the contractor. Any medical assistance requiring shifting of personnel to the hospitals other than OIL

hospital shall be the responsibility of the contractor. Also shifting of injured person to OIL hospital from accident site will be contractor's responsibility.

24.0 The contractor shall clean and paint all parts of the rig equipment as per the standard practice of the oil industry as advised by Company(OIL). Paint and other consumable will be supplied by Company(OIL).

25.0 At the end of contract, the contractor shall clean all equipment before handing them over to OIL.

26.0 Consumables and other materials e.g. filters, lube oil, cleaning materials, gaskets, indigenous spare parts etc. if any, during the operational period of contract will be supplied by OIL which shall be utilised by Contractor for Rig operation as per Company's advice.

27.0 The contractor shall carry out the routine & pre-operation inspection & testing of rig equipment like BOP, Well Head, Manifolds, Control Units, drill pipe/ tubing strings, flow lines, Valves, vessels, Safety equipment/ device etc. as per the advice given by OIL from time to time.

28.0 The contractor shall rig up and rig down the necessary Logging, Coil-tubing and Hydro-frac tools and equipment and other related surface gear of OIL or other contractor as and when required.

29.0 The contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.

30.0 The contractor will be responsible for any pollution except noise pollution, during the operation. It will be contractor's responsibility to resolve any pollution problem with outside party, except noise pollution problem, if the pollution have resulted due to the negligence of the Contractor. However, the contractor shall take utmost care to mitigate the noise level of all the machineries under their control.

31.0 Contractor shall divert and engage their manpower in some other OIL operated rig on verbal/written advice from OIL's representative, discontinuing the present well as may be required by OIL time to time. In this case, they have to mobilize their personnel at short notice.

32.0 Contractor has to arrange the accommodation of their own for their personnel at their own cost.

33.0 RESPONSIBILITIES/OBLIGATIONS OF CONTRACTOR:

33.1 In the event of any fire or blowout, contractor shall use all reasonable means at their disposal to protect the well/ hole and bring the said fire or blowout under control.

33.2 Adverse Weather - Contractor, in consultation with company shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Work-over Outfit and personnel to the fullest possible extent. Contractor and company shall each ensure that

their representatives for the time being at well site will not act unreasonably in the exercise of the clause.

33.3 The contractor shall report to company and evidences if identified which may indicate or is likely to lead to an abnormal or dangerous situation at the earliest opportunity, and immediately take the first emergency control steps.

33.4 In the event of difficulty which precludes either testing ahead under reasonable condition or performance of any other operation planned for a well, contractor may suspend the work in progress and shall immediately notify company and in the meantime exercise all reasonable efforts to overcome the difficulty, ensuring the safety of the well operation, personnel and equipment.

33.5 Amendments of Work-over and completion programme - Contractor shall carry on normal round-tripping, completion, abandonment (if any) and all other associated operations including but not limited to rig down, assist in rig move etc. in accordance with the well policy which may be amended from time to time by reasonable modification as company deems fit and in consultation with contractor.

33.6 Contractor's Independent status - It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all time have access to the Work-over unit related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's Representative for the time being at well site as being in charge of all company's and company designated personnel at well site. The company Representative may, amongst other duties, observe, test, check and control implementation of mud and testing programmes, equipment and stock, examine cuttings, inspect work performed by contractor or examine records kept at well site by contractor.

33.7 Records to be kept by contractor - contractor shall keep and furnish to company an accurate records of the jobs performed on the daily Work-over report form. A legible copy of said form in duplicate signed by both contractor's and company's representative shall be furnished by contractor to company.

33.8 Confidentiality of information - All information obtained by contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by contractor or its employees to anyone other than Company's Representative. This obligation of contractor shall be in force even after the termination of the contract.

33.9 Contractor shall carry out maintenance of the work-over rig & company's other items at well site excepting for those items which contractor is not qualified to do so , or cannot maintain or repair, with its normal complement of personnel and equipment.

33.10 Contractor shall arrange and provide extra labour in exceptional or in emergency situation that may arise especially at the time of rig move /abnormal well condition

with prior approval of the Company wherein Company agrees to reimburse costs for the same

34.0 RECORDS, REPORTS, INSPECTION: The contractor shall, at all times, permit the company and its authorised employees and representatives to inspect all work performed and to witness and check all measurements and tests made in connection with the said work. The contractor shall keep an authentic, accurate history and logs including Maintenance Records (as per OIL's advice), Safety Records, Applicable Statutory Records of each well including major items consumed and received on rig, which shall be open at all reasonable times for inspection by the company and its authorised employees and representatives. The contractor shall provide the company designated representatives with a daily written report, on form prescribed by the company showing details of operations during the preceding 16 (Sixteen) hours and any other information related to the said well requested by the company whenever so requested. The contractor shall not, without company's written consent allow any third person(s) access to the said well, or given out to any third person information in connection therewith.

35.0 WATER MANAGEMENT:

- i) Strict control has to be made on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- ii) The valves, glands, hoses etc. are to be checked for any leakages and the same is to be arrested if possible without delay, failing which contractor must inform immediately to Company's (OIL) representative for rectification.
- iii) It has to be ensured that effluents from all the sources are directed towards the channel leading to the effluent pit.
- iv) Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

36.0 EFFLUENT PIT BUNDS:

- i) Regular checks are to be made to ensure that there are no leakages / seepages / overflow of effluents from the pit into the surrounding areas.
- ii) The bunds/walls of the effluent pit are to be checked for any breaches/ integrity during the operation. Vulnerable condition (if any) has to be informed to Company's representative for immediate attention and repair as necessary.

37.0 COLLECTION OF USED/BURNT LUBE OIL:

- i) The used lube oils are to be collected separately in drums provided by OIL for the purpose.
- ii) Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately. All the necessary help for these jobs may be sought from the concerned department.

38.0 PREVENTION OF FIRE AND BLOW-OUTS:

38.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent fire and blowouts to protect the hole, Rig/Rig equipment and personnel working in the well site. The Contractor should be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After recognition of kick/ inflow, initial control of well to be taken up immediately and Contractor will inform the Company's Representative about the well condition and finally well will be controlled/ killed in consultation with the Company's Representative.

38.2 Contractor shall test the BOPs by making pressure tests at least once in every 21 days or at such time as instructed by the Company representative. However, the testing procedure and frequency must comply with the Mines Rule. Contractor shall record the results of all such tests in the daily drilling report.

SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 DEFINITIONS / TERMS: The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

1.1 Company/Operator means OIL INDIA LIMITED (OIL) and Contractor means the successful bidder.

1.2 OIL (OIL INDIA LIMITED)/ Operator means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

1.3 'Engineer' means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

1.4 'Engineer's Representative' means any resident engineer or assistant of the engineer appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Engineer.

1.5 'Operations' means the work-over operations as per Scope of Work of Contract.

1.6 'Site' means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

1.7 'Guarantee' means the period and other conditions governing the warranty/guarantee in respect of the works.

1.8 'Contractor's Representative' means such person or persons duly appointed at the site by the Contractor and approved by OIL in writing, delegating authority to act on behalf of the Contractor in matters related to the work.

- 1.9 `Contractor's personnel' means the personnel to be provided by the Contractor as per the Contract and approved by OIL.
- 1.10 `Mobilization of the Contractor' means deployment of all the specified crew by the Contractor to begin work at the first designated site.
- 1.11 `Demobilization of the Contractor' means removal of all the crew personnel and any belonging of contractor from the rig by the Contractor from the last site.
- 1.12 `Specification' means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications effecting the works and performance of the work detailed in the specifications of this contract.
- 1.13 ``Day' means a calendar day of 24(twenty four) consecutive hours beginning at 00:00 hours (midnight) and ending at following 24:00 hours (midnight), as referred to local time at site.
- 1.14 `Third party' means any group, corporation, person or persons who may be engaged in activity associated with the work specified but who shall remain at arms length from the work and who shall not have a direct responsibility or authority under the terms of the contract.
- 1.15 `Work' means all the work to be performed by Contractor under this Agreement.
- 1.16 `Facility' means all properties of the Operator owned or hired which is or will be a part of the Operator's well site.
- 1.17 `Contract price' means the sum or sums agreed to pay by Company in consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions there from which may be made under the provisions of the contract.
- 1.18 `Certificate of Completion' means certificate issued by the Company to the Contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by Company.
- 1.19 `Company's base' means Duliajan or subsequently changed place from where the equipment, spares, consumables etc. will be supplied/transported to the well site (Locations).
- 1.20 `Base camp' means the camp or the hired accommodation where the Contractor personnel shall reside for carrying out the operations, OIL shall not assume any responsibility towards selection of land, operation, maintenance management etc. of camp / accommodation.
- 1.21 `Rig-up' means receiving of materials in new location and unloading of the same, placement/alignment/ hooking up of all tanks ,bunk-houses, pumps, any other rig machineries/ equipment & accessories, rigging up of mast and substructure, and to make rig & rig-package ready for commencement of work-over operation in all respect.

1.22 'Rig down' means immediately after declaration for rig down/ rig-release after completion of work-over operation in present location, all pumps, tankages, all lines, any other rig machineries/ equipment & accessories to make ready to move to next location along with all other fittings, tubulars, tools and accessories. The rig down also includes rigging down of mast and making the rig with all rig-materials/package ready for move/ transportation to next location.

1.23 'Inter-location movement' (ILM): ILM means Rig down, Rig movement and Rig-up of the rig & rig package where Rig movement means transfer of rig and all rig-materials/ package from one location to another location as per company's advice. Accordingly, the ILM day rate will be applicable only from declaration of rig down/ rig-release after completion of work-over operation in present location to till the start of work-over operation at the next location as per work-over operational programme.

1.24 'Base camp set up' / accommodation: Contractor has to arrange their own accommodation at their own cost.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

2.1 The contract shall become effective as on the date company notifies contractor in writing that the contract has been awarded, i.e., the date of issue of Letter of Award.

2.2 The date on which the contractor's personnel along with necessary tools, equipment etc. arrive at the designated place/location as advised by Company for undertaking operation shall be treated as commencement date of the Contract.

2.3 The contract shall be for a period of 04 (four) years from the date of commencement, i.e., from date of completion of mobilisation. The terms and conditions shall continue until the completion/ abandonment of the last well being under operation at the time of the end of the Contract.

3.0 MOBILISATION and DE-MOBILISATION:

3.1 MOBILISATION: Contractor shall have to mobilise personnel along with necessary tools, equipment etc in readiness for execution of the Contract at designated place/location as decided by Company within 30 (thirty) days from the date of issue of LOA or as notified by Company after issuance of LOA.

3.2 DEMOBILISATION: On receipt of demobilisation notice from Company (OIL) after completion of duration of Contract or termination of the contract due to any other reasons, Contractor shall have to demobilise his personnel and other belongings without delay.

Note: DEMOBILISATION CHARGES WILL NOT BE APPLICABLE IN THIS TENDER/ CONTRACT.

4.0 DUTIES & POWERS:

4.1 Company's (OIL) Representative: The duties of the OIL's representative(s) are to act on behalf of the Company (OIL) for overall co-ordination and project management at location. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorised and notified by the Operator (OIL) to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work. Company's (OIL) representative/ engineer shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Engineer shall have the right to inspect at all reasonable intervals of the works and instruct necessary tests to be carried out and such work which is not in accordance with the contract. The Engineer will have the right to scrutiny of the records of the works. In general, the Engineer will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

4.2 Contractor's Representative: The Contractor's Representative shall have all the powers required for the performance of the works as per contractual obligations or otherwise. The OIL Representative shall liaise with the Contractor's Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

5.0 PERFORMANCE OF CONTRACTOR: Contractor has to perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company(OIL), shall improve their performance / correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.

6.0 COMPANY'S RIGHT TO TAKE OVER: In the event, the operator is justifiably dissatisfied with Contractor's performance during the operation of any well hereunder on account of unreasonably slow progress or in-competency as a result of cause reasonably within the control of the Contractor, Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within 1(one) day of receipt of the said written notice, Company shall have the right but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such take over, the entire cost of operation carried out by the operator will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the contract for the Contractor's failure.

7.0 WARRANTY AND REMEDY OF DEFECTS:

7.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest degree of quality, efficiency, and current state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or

referred to in the technical Specifications with instructions and guidance which Company may, from time to time, furnish to the Contractor.

7.2 Should Company discover at any point of time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective works required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company at its option may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

8.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

8.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder including but not limited to depth, formation penetrated, the result of coring, testing and surveying furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

8.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

8.3 Any document supplied to the Contractor in relation to the contract other than the contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the contract if so required by Company.

9.0 TAXES:

9.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under this contract will be on Contractors account.

9.2 Corporate income tax will be deducted at source form the invoice at the specified rate of income tax as per the provisions of Indian income Tax act as maybe in force from time to time.

9.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

9.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

9.5 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining 'No Objection Certificate' for releasing payments to the Contractor.

9.6 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to Company within 6 (six) months of the expiry of the tenure of the contract or such extended time as the Company may allow in this regard.

9.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

9.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

10.0 INSURANCE:

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

10.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurances amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- c) Contractor's items provided by the Contractor - if any for performance of the work hereunder shall have an insurance cover with a suitable limit.
- d) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.

10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a

lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

10.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

10.7 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

11.0 CHANGES:

11.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the works to be performed. Contractor shall perform the works as changed. Changes of this nature will be affected by written order by the Company.

11.2 Both Company (OIL) and Contractor may, after discussion, amend the well Programme from time to time by reasonable modifications as will be necessary depending on the well condition.

12.0 FORCE MAJEURE:

12.1 In the event of either party being rendered unable by 'Force Majeure' condition to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment and any other problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

12.3 Should 'force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'Force majeure' rate shall apply for the first fifteen days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to.

13.0 TERMINATION:

13.1 This Contract shall be terminated upon completion of the job required to be done by the Contractor with full satisfaction of OIL.

13.2 In the event of termination of contract, OIL will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

13.3 Termination on expiry of the term: This contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless the Company has exercised its option to extend this Contract in accordance with the provisions of the Agreement.

13.4 Termination on account of Insolvency: In the event that the Contractor at any time during the term of this contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt then the Company shall by a notice in writing have the right to terminate the contract and all the Contractor's rights and privileges hereunder shall stand terminated forthwith. In such eventuality the Company shall pay the Contractor the applicable day rate if due upon the date of termination of the contract.

As soon as petition, if any, is made for declaration of insolvency to the court, the Contractor shall keep the Company informed of the fact in writing.

13.5 Termination for unsatisfactory performance: If the Company considers that the performance of the Contractor is unsatisfactory or not up to the expected standard the Company shall notify Contractor in writing and specify in detail the cause of dissatisfaction.

The Company shall have the option to terminate this contract if the Contractor fails to comply with the requisitions contained in the said written notice issued by the Company to the Contractor within 15 (fifteen) days of receipt thereof.

13.6 Termination at the sole discretion of the Company: Notwithstanding anything contained herein, the Company may at its sole discretion terminate this contract, by giving to the Contractor 30 (thirty) days written notice to that effect without assigning any reason whatsoever.

13.7 Consequence of termination: In all cases of termination herein set forth the obligation of the Company to pay the operating rate/or any other charges shall be limited to the period to the date of termination.

13.8 Notwithstanding the termination of this contract the parties shall reasonably continue to be bound by the provisions of this contract, which reasonably require some action or forbearance after such termination. The Contractor shall hand over Company representative / engineer in writing the equipment wise status of the rig/rigs covered in this contract and with latest action taken by him for fulfillment of scope of work.

14.0 SUBCONTRACTING: Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

15.0 MISCELLANEOUS PROVISIONS:

15.1(a) Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

(b) Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, Ordinance or Law, regulation or bye-law.

15.2 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required, on the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

15.3 The replacement of Key personnel during the tenure of the contract should be avoided as far as possible. However, due to extreme emergency if any key personnel is required to be replaced, the person should have equal experience and qualified which will again be subjected to approval by the company.

16.0 LIABILITY:

16.1 In the event of a hole / well being damaged because of the negligence in operation by the contractor's personnel, it shall be the contractor's sole responsibility to repair such damages. The contractor will not be paid any day rates till the time the well is back into normal operation. If such a well is permanently lost due to negligence of the contractor, and /or equipment compensation by the contractor will be limited to 5% of the total contract cost for each incidence of loss occurred or the actual replacement cost whichever is lower. The decision of the company whether a well is permanently lost or repairable will be final. However, in case of dispute whether such damages / losses is due to the negligence of the contractor an independent third party inspection mutually agreed upon by the company and the contractor will be instituted whose decision will be final. Such payment of damages shall be made forthwith by the contractor within 7(seven) days of receipt of notice for such payment. The company, however, reserves the right to adjust the same from the contractor's outstanding bills.

16.2 The contractor is responsible for the safe custody of the company's consumables supplied to him. The contractor has fuel, lub oil, spares etc. in the format (which can be modified by company as and when felt necessary) to be supplied by the company. The company's representative shall have the free access to check the stock of all items issued to the contractor including POL at any time. In case issue / consumption of consumables is in excess they required (as be assessed by the company Engineer), the cost of the excess quantity will be recovered from the contractor as the company may decide. The decision of the company as to the optimum consumption for any activity related to this contract shall be final.

17.0 INDEMNITY AGREEMENT:

a) The contractor agrees to protect, defend, indemnify and hold company harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operation contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

b) The company agrees to protect, defend, indemnify and hold contractor harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operation contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

18.0 WAIVERS AND AMENDMENTS: It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorised agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

19.0 PAYMENT & INVOICING PROCEDURE:

19.1 Company shall pay to contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

19.2 All payments by company to contractor shall be made at contractor's designated bank.

19.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of

payment shall make and deliver to contractor written notice of objection to any item or items the validity of which company questions.

19.4 Contractor will submit three sets of invoices to company for processing of payment. Separate invoices for the charges payable under the contractor shall be submitted by contractor for foreign currency and Indian Rupee.

19.5 Contractor shall raise invoice for the lump sum mobilisation charges when the entire equipment/item/ materials and personnel are ready at respective sites for starting the job as certified by the company.

19.6 Contractor shall raise invoices at the end of each month for the services performed, rates payable and the total amount claimed. These invoices should be submitted to the Company's representative.

19.7 If any deduction is to be made from the invoices of the contractor, the contractor should be informed along with the reasons for such deductions.

19.8 Payment of monthly invoice, if undisputed shall be made within 30 days following the date of receipt of invoices by company.

19.9 The company shall within 30 days of receipt of the invoice notify contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion as indicated above. This will not prejudice the company's right to question the validity of the payment at a later date.

19.10 The acceptance by contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

19.11 Contractor shall maintain complete and correct records of all information on which contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

19.12 Any audit conducted by company of contractor's records, as provided herein, shall be limited to company's verification (I) of the accuracy of all charges made by contractor to company and (ii) that contractor is otherwise in compliance with the terms and conditions of this Agreement.

19.13 The contractor must submit the monthly wages Bank statement of previous month of his workers working under the contract along with their invoices. Without the payment statement invoice of the Contractor shall not be processed.

20.0 Contractor shall strictly comply with all statutory requirements including but not limited to following:

20.1 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues

pertaining to the Contractor's operations with Oil India Limited (OIL). In case there is any disruption of work at the well site under such conditions, as stated above, the Contractor will be paid at 'Zero' rate for first 24 (twenty four) hours of affected period beyond which penalty will be levied at proportionate operating day rate in addition to zero rate. Also, zero rate will be applicable till the operations prior to disruptions are achieved after resumptions of operation.

20.2 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract as per the Minimum wages Act and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.

The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

20.3 The contractor shall have his own PF Code No. as required under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

20.4 The contractor shall periodically submit the monthly challans/ receipts/ proof of provident fund deposited amount along with a list of his workers to Company's representative. The contractor shall be required to deposit contribution towards Provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Company's representative in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.

20.5 The contractor shall pay the wages to the workers engaged under the Contract latest by 10th of each month on regular basis complying to the rates as per the Minimum wages Act and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.

20.6 Contractor shall comply statutory minimum labour wages, P.F. and bonus to his workers at the prevailing rates as fixed by statutory bodies.

20.7 The contractor shall issue wages slip every month to each worker as per the Government guidelines and pay the monthly wages to the workers through bank transfer to each individual workers bank account. Contractor must submit the monthly wages Bank statement / wages register statement to the Company along with their invoices.

20.8 Contractor shall ensure deployment of personnel under the contract preferably from local area. Preference should be given to personnel who have experience of working with OIL for similar services.

20.9 The Bidder/Contractor understands that minimum wages may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision.

21.0 APPLICABLE LAW:

21.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

21.2 The contractor shall ensure full compliance of various India laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the contract:

- a) Mines Act, 1952 - as applicable to safety and employment conditions and subsequent amendments.
- b) Oil Mines Regulations, 1984.
- c) Workmen's of Wages act.
- d) Payment of Wages Act.
- e) Payment to Bonus Act, 1965.
- f) Contract Labour (Regulation & Abolition) Act. 1970
- g) Family Pension Schema.
- h) Interstate Migrant Workmen Act. 1979 (Regulation of employment and conditions of services).
- i) Provident Fund and Misc. Provisions Act, 1952
- j) Indian Electricity Act, 1953
- k) Central Excise & Salt Act, 1944
- l) Income Tax Act, 1961
- m) Assam Finance Act, 1956
- n) Assam Sales Tax Act, 1947
- o) Central Sales Tax Act, 1957
- p) Assam Pollution Control Board's Rules & Regulations.

21.3 The Contractor shall not make the company liable to reimburse the contractor to the statutory increase in the wages rates of the contract labour appointed by the contractor such statutory of any other increase in the wages rates of the contract incur shall be borne by the contractor.

21.4 Any permission from the Mines Directorate in connection with the in excess of 08 hours per day shift pattern by the contractor shall have to be arranged by the contractor before commencement of the contract, in consultation with the company. Moreover, since the contractor's personnel engaged shall be working under the Mines Acts and Oil Mines Regulations, the contractor shall have to obtain any other relevant permission from the Mines Directorate to engage his employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines

Act the contractor shall deployed held responsible and shall bear all expenses arising as a result thereof.

21.5 The contractor shall not engage labour below 18 (eighteen) years of age under any circumstances.

21.6 Moreover, the contractor should obtain and produce in advance to commencement of work the following certificate/approvals -

- i) Total manpower list
- ii) License/certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
- iii) All certificates as per applicable laws including Mines Acts.
- iv) Theft reporting and follow up will be contractor's responsibility.
- v) Accident reports to be forwarded in standard prescribed formats.
- vi) Regional Labour certificate, if required.
- vii) List of number of days and man days engaged by the contractor in a year to be provided along with the invoice.

22.0 OIL shall assist contractor for arranging necessary entry permits, if required, for personnel belonging to contractor and its subcontractors engaged with the consent of OIL, provided contractor gives full particulars of such personnel well in advance. However the primary obligation in this regard shall be on contractor and OIL shall provide necessary documents.

23.0 OIL shall organise all possible help from local government/administration to contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel as well as all security will be the responsibility of Contractor.

24.0 OIL at its own cost shall provide items and services/support services and ensure availability of adequate stock of spares & consumables for uninterrupted operations.

25.0 OIL shall provide the Work-over rig & equipment in good running condition including all rig accessories to be provided as available.

26.0 OIL shall provide cementing unit, cement and cement additives as available with OIL for cementation, if required.

27.0 CONTRACTOR'S OBLIGATION:

27.1 Contractor has to plan & execute the job as per scope of work/details of work in most economic & cost effective way.

27.2 Contractor should provide a list of materials to be required by them for completion of the well in advance.

28.0 OIL'S AND CONTRACTOR REPRESENTATIVES:

28.1 The actual performance and supervision of all work shall be done by the contractor.

28.2 OIL shall designate representative or representative(s) who shall at all time have complete access to the work/service unit for the purpose of coordinating of the work performed by Contractor (Bidder).

28.3 Contractor shall designate an operation Manager/Team Leader in charge of Contract. He shall be fully capable and empowered to act for contractor in all matters.

29.0 SAFETY:

29.1 Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions.

29.2 Contractor shall issue PPE and dungarees regularly to contractor's personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/ replacement etc.

(i) The Minimum PPE schedule to be followed for the personnel employed under the contract but excluding the unskilled and additional manpower as follows:

Sl No	PPE	Quantity per person	Periodicity
1	Safety Helmet (DGMS approved)	01 No	03 Year
2	Safety Boot	02 Pair	01 year
3	Hand gloves	01 pair at a time	As and when required
4	Dungarees	02 (One half sleeve & one full sleeve)	2 years
5	Other PPE	As required	As and when required
6	Safety Belt	As required	As and when required

ii) However when a PPE is damaged during its legitimate use, it shall be immediately replaced free of cost by the contractor.

iii) The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons.

iv) Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.

v) In the event of the contractor failure to adhere in providing the minimum PPE requirements of the personnel as set out in Clause 3.2 below under schedule of rates

and payment, penalty on the Contractor shall be levied at the rate equivalent to 3% of ODR per person per day.

vi) For unskilled and additional manpower PPE schedule to be followed -

Sl No	PPE	Quantity per person	Periodicity
1	Safety Helmet (DGMS approved)	01 No	03 Year
2	Safety Boot	01 Pair	01 year
3	Dungarees	02 (One half sleeve & one full sleeve)	2 years
4	Hand gloves	01 pair at a time	As and when required
5	Other PPE	As required	As and when required

29.3 SAFETY REGULATIONS & LABOUR LAWS: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out, and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills; BOP tests etc. as may be required at prescribe intervals.

29.4 The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mines authority time to time at well site.

30.0 POLLUTION OR CONTAMINATION:

30.1 Company agrees that the company shall be responsible for and shall indemnify the contractor and hold its agents, services, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of contractor's services/operations if such pollution or contamination is caused by company's misconduct or negligence.

30.2 Contractor agrees that the contractor shall be responsible for and shall indemnify the company and hold its agents, servants, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of company's services/operations if such pollution or contamination is caused by contractor's misconduct or negligence.

31.0 CHANGE OF OWNERSHIP: The Contractor's right and obligations under this contract are not transferable by sale or assignment without the company's written consent. In the event of the work-over rig operation services being sold without the

company written consent in addition to its other rights, the company may at its absolute discretion terminate this contract where upon the contractor shall reimburse the company payment, if any paid in advance and not earned, and any sums to which the company may sustain directly as a consequence of such termination.

32.0 The contractor must furnish warranty that it will perform the work in professional manner in accordance with the current state of the art of oilfield practices and in conformity with all specifications, set forth or referred to and with instructions and guidance which the operator may furnish from time to time.

33.0 The duty/off schedule of contractor's personnel must conform to Mines Act 1952 and other guidelines specified by Directorate General of Mines Safety, Dhanbad.

34.0 The contractor shall maintain an ambulance with First-Aid Kit , oxygen cylinder, stretcher and driver at site, as emergency vehicle. The running/ maintenance and fuel liabilities shall be fully borne by the contractor. Another vehicle shall be deployed by Contractor for carrying consumables and other materials to well site. Transportation of crew shall be of Contractor's responsibility.

35.0 TEMPORARY PAUSE OF OPERATION: Company may suspend operation of Contractor temporarily, at its own discretion but Contractor shall be served at least 1(one) month notice for demobilization within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall not be paid any demobilization charges, however, charges for remobilization shall be paid to contractor on resuming operation after temporary pause. OIL may invoke this clause 04(Four) times under this agreement within the contract period.

36.0 The Company at its sole discretion during the course of contract may ask for additional similar set of Man-management services at same terms and conditions for additional work-over rig operation from the contractor and the contractor should mobilize the same within standard mobilisation period.

SECTION-III: SCHEDULE OF RATES AND PAYMENT

1.0 GENERAL: The Company (OIL) agrees to pay Contractor for work performed/ services rendered by the Contractor, a sum computed at the rates specific in the contract. The period of time for which each rate applicable shall be computed from and to the nearest half hour. The rates contained in this contract are based on Contractor's operation being conducted at SIXTEEN (16) HOURS WORK DAY i.e. 02 (TWO) SHIFTS WITH 08 HOURS PER SHIFT.

2.0 DEFICIENCY:

2.1 Provision of adequate manpower of required skill for carrying out all operations with due diligence, in a safe, workmanlike manner and in accordance with accepted international oilfield practices is the essence to the contract. Failure to provide required man-power as per contract particularly in respect of the key personnel as per the standard deployment pattern as set out under clause 'PERSONNEL TO BE DEPLOYED' will attract penalty at the following rates:

- A. For Tool pusher:
 - a.1 Failure - Failure to provide Tool pusher /Rig-in-charge
 - a.2 Penalty - At the rate of 10% of the day rate for rig operation for each day of non-availability of the tool pusher on call at site.
- B. For Driller/Shift-in-charge:
 - b.1 Failure - Failure to provide Driller / shift in charge.
 - b.2 Penalty - At the rate of 5% of the day rate for rig operation for each 8 hourly shift, for non-availability of the Driller / shift in-charge at site.
- C. For Mechanic/Asstt. Mechanic /Mud attendant/Electrician:
 - c.1 Failure - Failure to provide Mechanic/Asstt. Mechanic/Mud attendant/Electrician
 - c.2 Penalty - At the rate of 5% of the day rate of rig operation for each 8 hourly shift, for non-availability of the Mechanic/Asstt. Mechanic/Mud attendant/Electrician at site.
- D. For any other 8 hourly key personnel:
 - d.1 Failure - Failure to provide any other 8 hourly key personnel as indicated in clause 2.0 (PERSONNEL TO BE DEPLOYED) under section SCOPE OF WORK AND ITS CONDITIONS.
 - d.2 Penalty - At the rate of 2.1/2% of the day rate of rig operation for each 8 hourly shift, for non-availability of each key-personnel at site.

NOTE:

- i. THE ABOVE RATES ARE APPLICABLE FOR THE FIRST FIVE DAYS AND THE % OF PENALTY WILL BE ADDED FOR EACH KEY PERSONNEL MENTIONED ABOVE, IN CASE MORE THAN ONE KEY PERSONNEL IS ABSENT
- ii. FOR NEXT CONSECUTIVE FIVE DAYS, 25% OF DAILY OPERATION RATE WILL BE DEDUCTED FOR ANY KEY PERSONNEL OF ITEM NOS. (a), (b) & (c).
- iii. THE OPERATING RATE WILL BE FURTHER REDUCED TO 50% IF ANY OF KEY PERSONNEL COULD NOT BE PROVIDED BY THE CONTRACTOR MENTIONED IN 2 ABOVE.
- iv. FURTHER CONTRACTOR WILL BE PAID ZERO RATE IF OPERATION IS SUSPENDED FOR NON AVAILABILITY OF KEY-PERSONNEL AS INDICATED IN CLAUSE 2.0 (PERSONNEL TO BE DEPLOYED) UNDER SECTION SCOPE OF WORK AND ITS CONDITIONS.
- v. In case of deficiency of any one of the key personnel, OIL deserves the right to continue or suspend the operation. In case of suspension of work, contractor will be penalized as Clause no. 6.0 herewith. In normal circumstances, no person will be allowed to work more than one shift of 12 hours

2.2 PPE:

i. In the event of non-compliance of statutory provisions and safety appliances, Company will have the right to ask the contractor to suspend work immediately and no payment shall be made by the Company till such time the contractor comply with the same. Additionally, penalty on the Contractor shall be levied at the rate equivalent "Day Rate" for the operation suspended period.

ii. If the Company decides to continue operation with the non-compliance due to operational exigency, a penalty equivalent to 20% of "Day Rate" shall be levied on the Contractor for the non-complied period.

2.3 Ambulance Services: If the Ambulance service remains non-available for any reasons as certified by the Company and operation remains suspended, Zero rate shall be payable for the non-available period of the Ambulance. Additionally, penalty, equivalent to "Operational Day Rate" shall be applicable for the Ambulance non-available and operation suspended period.

ii. However, if Company decides to continue operation without Contractor's required Ambulance and with Company's own ambulance for a particular period, 50% of "Operational Day Rate" shall be payable until the Ambulance is made available as per Contract requirement.

iii. If some of the required items (oxygen cylinder, stretcher etc) of the Ambulance as specified in the contract is found to be not available, a penalty equivalent to 10 % of "Operational Day Rate" for each non-available items shall be levied till the required item is made available by the Contractor.

3.0 In the event of the rig or its components, ancillaries, equipment etc., supplied by OIL to the contractor are damaged or lost due to the deliberate carelessness/negligent/faulty handling by the contractor's personnel, the contractor will be liable for such damages on the basis of OIL's estimated cost of replacement as reduced by any insurance claim which may occur to the company on the cost of such replacement as reduced by any insurance claim which may accrue to the company plus 7% towards handling charges on the cost of such replacement. Any unscheduled break-down of the work-over/service unit, components, ancillaries, equipment etc. due to negligence of default of the contractor which results in hold-up of operations, will entail a penalty at twice the day rate quoted hereof till such fault is remedial without prejudice to the company's right to recover the cost of repairs/spares etc. from the contractor.

4.0 In case of the company taking over operations to remedy a default or to overcome a blow out which occurred due to negligence of the contractor, the day rates shall be paid at 50% of the rates stipulated hereof till such default is remedial and the well remains under direct supervision of the company.

5.0 In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend work immediately and no payment will be made by the company till such time the contractor comply with the same.

6.0 If the contractor fails to provide manpower for execution of the contract OR the provided crew (man power) fails to perform well operation due to Contractor's internal issues, "Zero Rate" shall be applicable for the non-working period. Additionally, penalty equivalent to "Day Rate" shall be applicable for the non-working period.

7.0 WITH-HOLDING:

7.1 Company may with-hold or nullify the whole or any part of the amount due to contractor on account of subsequently discovered evidence in order to protect company from loss on account of :-

- a) For non-completion of jobs assigned as per section IV.
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by contractor.
- d) Claims by sub-contractor of contractor or other filed or on the basis of reasonable evidence indicating probable filing of such claims against contractor.
- e) Failure of contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of contractor to pay the cost of removal of unnecessary debris, materials, tools, tools, or machinery.
- g) Damage to another contractor of company.
- h) All claims against contractor for damages and injuries, and / or for non-payment of bills etc.
- i) Any failure by contractor to fully reimburse company under any of the indemnification provisions of this contract.

If, during the progress of the work contractor shall allow any indebtedness to accrue for which company, under any circumstances in the opinion of company may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by company, fail to pay and discharge such indebtedness, then company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

- j) Garnishee order issued by a court of law in India.
- k) Income-tax deductible at source according to law prevalent from time to time in the country.
- l) Any obligation of contractor which by any law prevalent from time to time be discharged by company in the event of contractor's failure to adhere to such laws.

Notwithstanding the foregoing, the right of company to withhold shall be limited to damages, claims and failure on the part of contractor which is directly / indirectly related to some negligent act or omission on the part of contractor.

8.0 The contractor must submit the monthly wages Bank statement of previous month of his workers working under the contract along with their invoices. Without this

wage/payment statement, invoice of the Contractor for subsequent month shall not be processed.

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of service: Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years, with a provision to enter into a framework agreement for a duration of 02 (Two) years.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item (b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the

person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising out of the job carried out by the Contractor whether related to pollution (attributable to the Contractor), Safety or Health will be paid by the contractor only.

13. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the

requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years, with a provision to enter into a framework agreement for a duration of 02 (Two) years.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the

'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section: 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03(Three) completed accounting years upto.....**(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number :

Signature

Registration No. :

**PROFORMA FOR UNDERTAKING FROM CONTRACTORS PERSONNEL- SAMPLE
FORMAT**

I _____ S/o _____
R/o _____ with M/s. _____ have
been deployed _____ w.e.f. _____ in
OIL's operation by my employer M/s. _____. I
hereby voluntarily undertake that I will not claim employment or any service benefit
available to employees of OIL by virtue of such deployment. I am employee of
_____ for all practical purposes and there is no Privity
of Contract between me and OIL.

Signature

Place:

Date:

WITNESSES:

1. SIGNATURE:

NAME:

DESIGNATION:

DATE:

2. SIGNATURE:

NAME:

DESIGNATION

DATE:

CONSOLIDATED STATEMENT OF EQUIPMENT AND SERVICE TO BE FURNISHED BY CONTRACTOR OR COMPANY(OIL) FOR THE WORKOVER RIG OPERATIONS

The equipment, machinery, tools, materials supplies, instruments, services and labour listed as following shall be provided at the location by the party and at the expense of the party.

I. EQUIPMENT:

1. Work/services unit complete in all respect with safety and maintenance equipment according to the Tender specification
 - a. At the expense of Company
 - b. Supplied by Company
2. Blow-out preventers
 - a. At the expense of Company
 - b. Supplied by Company
3. Choke and kill line connections
 - a. At the expense of Company
 - b. Supplied by Company
4. Milling tools as per given specification in the Tender (if required)
 - a. At the expense of Company
 - b. Supplied by Company
5. Fishing tools as per given specification in the tender
 - a. At the expense of Company
 - b. Supplied by Company
6. Other fishing/Milling tools
 - a. At the expense of Company
 - b. Supplied by Company
7. Casing, drill pipe, drill collar & tubing handling tools links, elevators, slips etc.
 - a. At the expense of Company
 - b. Supplied by Company
8. Drill string , drill collars, casing pipes rotary substitute.
 - a. At the expense of Company
 - b. Supplied by Company
9. Tubing, Pup joints
 - a. At the expense of Company
 - b. Supplied by Company
10. Testing equipment
 - a. At the expense of Company
 - b. Supplied by Company

11. Tong for casing, drill pipe and tubing, travelling block hook, hydraulic power tubing tong, safety belts
 - a. At the expense of Company
 - b. Supplied by Company
12. Sand line / casing line
 - a. At the expense of Company
 - b. Supplied by Company
13. Well site office
 - a. At the expense of Company
 - b. Supplied by Company
14. Offices for OIL personnel
 - a. At the expense of Company
 - b. Supplied by Company
15. Logging UNIT & tools
 - a. At the expense of Company
 - b. Supplied by Company
16. Complete mud system inclusive of all fittings
 - a. At the expense of Company
 - b. Supplied by Company
17. All fittings connections valve, accessories as may be required for operation
 - a. At the expense of Company
 - b. Supplied by Company
18. Cementing Unit
 - a. At the expense of Company
 - b. Supplied by Company
19. Communication system (except contractor's personal need)
 - a. At the expense of Company
 - b. Supplied by Company
20. Safety equipment according to technical specifications except PPE.
 - a. At the expense of Company
 - b. Supplied by Company
21. Water pumps, tanks and necessary connections for supply water at rig/camp
 - a. At the expense of Company
 - b. Supplied by Company
22. Equipment required for generating electricity at the site/camp
 - a. At the expense of Company
 - b. Supplied by Company

- 23. Lines / chickens/fittings
 - a. At the expense of Company
 - b. Supplied by Company
- 24. Tankages for mud storage, water storage and salt solution storage etc.
 - a. At the expense of Company
 - b. Supplied by Company
- 25. Compressor (Auxiliary)
 - a. At the expense of Company
 - b. Supplied by Company
- 26. Security fencing as per company's standard at well sites
 - a. At the expense of Company
 - b. Supplied by Company

II. CONSUMABLES:

- 1. Fuel for work/service Unit
 - a. At the expense of Company
 - b. Supplied by Company
- 2. Fuel for contractor's vehicles
 - a. At the expense of Contractor
 - b. Supplied by Contractor
- 3. Grease, Cleaning solvent, Hydraulic oil for main engines
 - a. At the expense of Company
 - b. Supplied by Company
- 4. Casing thread Lubricant
 - a. At the expense of Company
 - b. Supplied by Company
- 5. Drill pipe thread Lubricant
 - a. At the expense of Company
 - b. Supplied by Company
- 6. Rubber Drill Pipe protectors
 - a. At the expense of Company
 - b. Supplied by Company
- 7. Drill pipe / tubing wipers
 - a. At the expense of Company
 - b. Supplied by Company
- 8. Drill bits
 - a. At the expense of Company

- b. Supplied by Company
- 9. Cement, cement additives
 - a. At the expense of Company
 - b. Supplied by Company
- 10. Mud products (for normal bentonite mud)
 - a. At the expense of Company
 - b. Supplied by Company
- 11. Chemicals Normal WOF chemicals viz calcium chloride, sodium/potassium chloride caustic soda CMC, CMS, Di-chromates acid hydro chloric acid, mud and inhibitors.
 - a. At the expense of Company
 - b. Supplied by Company
- 12. Special chemicals and other corrosive inhibitors required for cementation / acidisation.
 - a. At the expense of Company
 - b. Supplied by Company
- 13. Welding consumables
 - a. At the expense of Company
 - b. Supplied by Company
- 14. Casing & tubing accessories
 - a. At the expense of Company
 - b. Supplied by Company
- 15. Tubing handling equipment
 - a. At the expense of Company
 - b. Supplied by Company
- 16. BOP seals worn by normal use
 - a. At the expense of Company
 - b. Supplied by Company
- 17. Consumables not here to fore designated but required by contractor in normal operation or needed for maintenance of OIL'- equipment
 - a. At the expense of Company
 - b. Supplied by Company
- 18. Consumables not hereto for designated but necessary to fulfill company's special instructions.
 - a. At the expense of Company
 - b. Supplied by Company
- 19. Water supply at well site
 - a. At the expense of Company

- b. Supplied by Company
- 20. Down hole permanent, bridge plug, gas lift equipment and bottom hole heater, rod and submersible pump etc.
 - a. At the expense of Company
 - b. Supplied by Company
- 21. Swabbing assembly with cup
 - a. At the expense of Company
 - b. Supplied by Company

III. SERVICE & PERSONNEL:

- 1. Transportation of all consumables up to well site including loading and off loading at both ends.
 - a. At the expense of Contractor
 - b. Transportation by Contractor
- 2. Handling & storage of all operators' materials at well site
 - a. At the expense of Contractor
 - b. Handling & storage by Contractor
- 3. Transportation of work / service unit complete with all accessories between locations.
 - a. At the expense of Company
 - b. Supplied by Company
- 4. Transportation of company's equipment for inter location movement.
 - a. At the expense of Company
 - b. Supplied by Company
- 5. (A) Transportation of Company's personnel.
 - a. At the expense of Company
 - b. Supplied by Company

(B) Transportation of men & materials of contractor and its sub-contractor.

 - a. At the expense of Contractor
 - b. Transportation by Contractor
- 6. (A) Site preparation (leveling, base mud pits, installation of cellar, access road) according to the general layout.
 - a. At the expense of Company
 - b. Supplied by Company

(B) Maintenance of well site plinth

 - a. At the expense of Company
 - b. Supplied by Company
- 7. Well logging services

- a. At the expense of Company
- b. Supplied by Company
- 8. Cementing & Testing Services
 - a. At the expense of Company
 - b. Supplied by Company
- 9. Mud logging Unit service
 - a. At the expense of Company
 - b. Supplied by Company
- 10. Geologist
 - a. At the expense of Company
 - b. Supplied by Company
- 11. Wellhead control & installation
 - a. At the expense of Contractor
 - b. control & installation by Contractor as advised by Company.
- 12. Transportation of company consumables for inter location movement
 - a. At the expense of Company
 - b. Supplied by Company
- 13. Welding operations
 - a. At the expense of Company
 - b. Supplied by Company
- 14. Casing tubing
 - a. At the expense of Company
 - b. Supplied by Company
- 15. First Aid facilities at well site
 - a. At the expense of Contractor
 - b. Supplied by Contractor
- 16. Laboratory facilities for testing well fluid
 - a. At the expense of Company
 - b. Supplied by Company
- 17. All personnel necessary to operate the work/service unit, 16 hrs/day including personnel necessary to handle all normal supplies on location.
 - a. At the expense of Contractor
 - b. Supplied by Contractor
- 18. Food for contractor's personnel
 - a. At the expense of Contractor
 - b. Supplied by Contractor
- 19. Accommodation for Contractor's personnel.

- a. At the expense of Contractor
 - b. Supplied by Contractor
20. Handling of all equipment at the location including company's equipment & consumables.
- a. At the expense of Contractor
 - b. Handling by Contractor
21. To provide adequate road-way to location and right-of-way.
- a. At the expense of Company
 - b. Supplied by Company
22. Mud preparation, handling loading, mud service facilities etc.
- a. At the expense of Contractor
 - b. Jos shall be done by Contractor
23. Digging tube wells for supplying site water.
- a. At the expense of Company
 - b. Supplied by Company
24. Security at well site
- a. At the expense of Company
 - b. Supplied by Company
25. (A) Installation connection and commissioning of alternator, switch board, motors, light fittings for area light mast lighting goomty lighting shed lighting etc.
- a. At the expense of Contractor
 - b. Jos shall be done by Contractor
- (B) Erection of poles for lights fittings and overhead cable laying.
- a. At the expense of Contractor
 - b. Jos shall be done by Contractor
- (C) Breakdown and periodical maintenance of all electrical equipment and light fitting etc.
- a. At the expense of Contractor
 - b. Jos shall be done by Contractor
- (D) Dismantling of all the electrical equipment, light, poles etc. after completion of work over operation
- a. At the expense of Contractor
 - b. Jos shall be done by Contractor

DETAILS OF SERVICES TO BE PROVIDED BY CONTRACTOR & OPERATOR'S RESPONSIBILITY

1.0 (A) Services required from contractor: Rig up and rig down operation and assistance in rig movement with company's transport fleet. Contractor to provide handling personnel and make tools/equipment ready for transportation at present location.

(B) Operator's responsibility: Company to provide transport fleet

2.0 (A) Services required from contractor: Handling & storage of all operation's materials at well site.

(B) Operator's responsibility: Company to supply materials at well site except daily consumables spinning rope, thread dope, grease, tong dies etc. which is contractor's responsibility to lift from base of the company.

3.0 (A) Services required from contractor: All transportation reqd. for contractor's personnel and well consumables from yard.

(B) Operator's responsibility: Transportation for OIL's personnel only.

4.0 (A) Services required from contractor: Food & accommodation for own (contractor's) personnel.

(B) Operator's responsibility: Nil

5.0 (A) Services required from contractor: All operations related to work-over as per well policy. Air, water, fluid connections to be made by contractor.

(B) Operator's responsibility: Company to provide Work-over rig & accessories, consumables, tubulars, tools and support facilities, like chemical laboratory spares etc. Company to provide all necessary spares and guidelines only.

6.0 (A) Services required from contractor: Services of all the back up operations at/around well site and any other associated installations including oil spillage if required.

(B) Operator's responsibility: Company to provide operators for handling of OIL owned HD vehicles, cranes etc.

7.0 (A) Services required from contractor: House-keeping of well-site including operator's & the contractor's offices.

OIL to provide Road Rollers with driver, as and when required, as assessed by the company.

(B) Operator's responsibility: Company to provide plinth maintenance materials & maintenance personnel if necessary, as and when required and requirement will be assessed by the CE (Civil)'s representative.

8.0 (A) Services required from contractor: Break down maintenance and the periodic maintenance of all rig components and accessories at site.

(B) Operator's responsibility: Company to provide all necessary guidelines only for critical jobs. For periodic maintenance instruction sheet will be supplied by Company.

9.0 (A) Services required from contractor:

Laying of lines for -

- (a) Water lines from pump to well
- (b) Mud lines at well-site
- (c) Effluent water pumping line if asked by the Company Representative.
- (d) Skimming of oil and collection of effluent oil if asked by Company Representative.
- (e) Kill line connection from pump to well head.
- (f) Pit line connection from wellhead to pit

(B) Operator's responsibility: OIL to provide pipes and the Victaulic joints. (If reqd.) OIL will provide right of way of lines.

10.0 (A) Services required from contractor: Removal of lines of item no. 9 above after well is rigged down.

Note: Requirement of spares for running maintenance to be planned in advance in consultation with company representative.

DETAILS OF OIL WORKOVER RIGS:

1.0 Drillmec Workover Rigs (DM-1,DM-2 , DM-3, DM-4)

- a. Outfit Engine (Model and Total No. of Engine): Caterpillar C-18(One No.)
- b. Rated Power of each Engine: 600 HP At 2100 RPM
- c. Drawworks rated input : 550 hp (410 kW)
- c. Mast Height: 102 ft
- d. Rated Hookload Capacity (with 6 lines strung on travelling block): 275,000 lbs (125 metric ton)
- e. Nominal Workover depth rating (with 2.7/8"OD Tbg.): 5185 m
- f. Drilling Depth Rating (With 4.1/2" OD drill pipe): 2286 m

2.0 Medium duty Workover Rig BHEL - IRI-'A', IR1 -C , IRI-D

- a. Outfit Engine (Model and Total No. of Engine): Caterpillar C-11 (Two nos.)
- b. Rated Power of each Engine: 350 HP At 2100 RPM
- c. Mast Height: 102 ft
- d. Rated Hookload Capacity (with 6 lines strung on travelling block): 250,000 lbs
- e. Nominal Workover depth rating (with 2.7/8"OD Tbg.): 4572 m
- f. Drilling Depth Rating (With 4.1/2" OD drill pipe): 1830 m
- g. Model of the hoist: 450-SERIES MODEL 1287/160

DOUBLE DRUM MEDIUM DUTY

3.0 Heavy Duty Workover Rig XJ-120: 5 Nos (RG-A, RG-B, RG-C, RG-D, RG-E , M-1)

- a. Outfit Engine (Model and Total No. of Engine): Cat C11-ACERT (Diesel)- (Two nos.)
- b. Rated Power of each Engine: 350 HP At 2100 RPM
- c. Mast Height: 102 ft
- d. Maximum Hookload Capacity: 355000 lbs/ 1580 kN
- e. Nominal Workover depth rating (with 2.7/8"OD Tbg.): 6096 m
- f. Drilling Depth Rating (With 3.1/2" OD drill pipe): 3048 m
- g. Model of the hoist: JC21/11F Double Drum (Maxm. Fast Line Pull: 47,200 pounds)

DETAILS OF WORKOVER JOBS: THE CONTRACTOR HAS TO CARRYOUT THE WORKOVER JOBS WITH OIL OWNED RIGS INCLUDING BUT NOT LIMITED TO FOLLOWING JOBS:

- i) Recompletion of well with/without Gas lift valves, packer with /without electrical submersible pumps and sucker rod pumps.
- ii) Fishing operations e.g. fishing of swabbing tools, logging tools, tubing, drill pipes, packers, piano wire, scrappers etc. and recompletion of well.
- iii) Extension of perforation / reperforation with without plugging back and subsequent operation to bring the well into production.
- iv) Isolation of zones by setting cement plug/bridge plug/packers and repairs.
- v) Stimulation Jobs - acidization hydro-fracturing proppant.
- vi) Sand control using gravel packing/screens consolidated pack.
- vii) Sand / cement cleaning and recompletion of wells.
- viii) Milling operations e.g. milling of packers, bottom hole junks, bridge plug, cement retainer and metallic obstructions.
- ix) Water shut off job e.g. by squeezing cement, sodium orthosilicate polymer solution or any other technique.
- x) Drilling of cement plug.
- xi) Surfactant jobs.
- xii) Other allied miscellaneous workover jobs as may be decided by OIL.

DETAILS OF OTHER WORKS TO BE PERFORMED BY THE CONTRACTOR

1.0 The contractor shall carryout work over / servicing operations of Oil & Gas Wells of OIL in the depth range up to 6000 mts. in the OIL's operational areas. The jobs are to be carried out with self propelled, mobile, mechanical Workover rigs owned by OIL. A brief description contractor's operation under reference is given in Exhibit-II.

2.0 The contractor shall carryout the following activities in addition to the operations indicated in Exhibit -II as part of the WORKOVER RIG OPERATION SERVICE CONTRACT.

i) Placement of rig at site in the well plinth, placement of rig ancillaries, rig stations and equipment for work-over operations in order at site. Necessary back up support for placement of rigs, stations and equipment will be provided by transport fleet of OIL.

ii) The contractor shall prepare / load / condition work-over fluid as per advice of Company's representative(s) at the site .The work-over fluid may be brine or clay mud. All requisite chemical will be provided by Company at the site.

iii) Rigging up and hooking up of surface lines, pilot pit lines, (connection and fittings will be provided by OIL). The actual operation will be the sole responsibility of contractor.

iv) The contractor shall check and start the engines of rig, rig pump, well killing pump, well servicing pump, generating-set engines, water pumps engines, etc. and keep everything ready for subsequent operations.

v) The surface connection and surface fittings to and from well head to pumps shall be pressure tested to the recommended limit as advised by OILs authorised representative.

vi) The X-mass tree, well head and its accessories shall be rigged up and rigged down as per well programme or as and when advised by OIL.

vii) The contractor shall rig up pipe rack, catwalk, working platforms, substructure and other ancillary equipment at site.

viii) The contractor shall rig up the mast and centre the travelling block with respect to well centre after tightening the load guy lines and external guy lines will have to be secured firmly with the guy posts / anchors.

ix) The contractor shall carry out the work-over operation as per operation schedule of a particular well as advised by Company representative(s).

x) After completion of work over operations, the Contractor shall rig down the mast of the work-over rig and keep the rig along with all accessories and equipment ready in all respect for moving out to the next forward location.

3.0 Details of Electrical Services to be provided by contractor:

i) Installation, connection and commissioning of alternator, switch board, motors, light fittings for area light, mast lighting, bunk house lighting, shed lighting etc.

ii) Erection of poles for lights fittings and overhead cable laying.

iii) Breakdown and periodical maintenance of all electrical equipment and light fittings etc.

iv) Dismantling of all the electrical equipments, light, poles etc. after completion of work over operations.

Note: The installation of electrical equipment has to be done as per I.E.E. rule and Oil Mines Regulation.

EXHIBIT - IV

Other time frames expected from the Contractor are as under (TENTATIVE ONLY):

Sl. No.	Description of Operation	Time Frame
1	Rig up mast	3.00 hours
2	Fixing up of any lines centering of block with respect of well centre	2.00 hours
3	Arrangement & complete rigging down of mast & to make the outfit ready for movement to next location	5.00 hours
4	Hooking up of all necessary lines for well killing operation to & from well head to well servicing pump and suction tank	(a) Time for Rig/up :2.00 hours (b) Time for rig down Dismantling: 1.00 hour
5	Hooking up & dismantling of pit line of various distribution point to & from water source	(a) Time for Rig/up :1.00 hour (b) Time for rig down Dismantling: 1.00 hour
6	Hooking up & dismantling of pit line to & from well head and pilot pit	(a) Time for Rig/up :3.00 hours (b) Time for rig down/ Dismantling: 2.00 hours
7	Arrangement & installation of tubing raft & ramp working platform, rigging up of tongs	2.00 hours
8	Killing of the well. However depending on well behaviour the time may vary	4.00 hours
9	Removal of tubing hanger flange	1.00 hour
10	Rig up of BOP, testing & necessary fittings and rigging down	2.00 hours
11	Feeling of top of cement plug/packers etc	1.00 hour
12	Arranging for & rigging up and dismantling of hydraulic power sub / tubing swivel	(a) Time for Rig/up: 1.00 hour (b) Time for rig down/ Dismantling: 1.00 hour
13	Changing of casing/sand line	4.00 hours
14	Arranging for washing down of sand / cement etc and dismantling of the same:	1.00 hour
15	Washing down of sand / cement .However, depending upon the well situation, the timing may vary	2.00 hours

16	Making up breaking out of bit/milling shoe etc.	(a) Time for Rig/up: 2.00 hours (b) Time for rig down/ Dismantling :2.00 hours
17	Hooking up & dismantling of cement for squeeze job	(a) Time for Rig/up: 1.00 hour (b) Time for rig down/ Dismantling : 1.00 hour
18	Arranging for and dismantling of swabbing operation by sand line	(a) Time for Rig/up :2.00 hours (b) Time for rig down/ Dismantling :1.00 hour
19	Rig up of hanger flange and X-mass tree	2.00 hours
20	Diverting the well to OCS after completion of testing of well	1.00 hour
21	Changing over of well fluid	5.00 hours

The above time frames have been given for guideline purposes and contractor should comply with these time frames as far as possible.

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
DESCRIPTION OF WORK/SERVICE: Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years with a provision to enter into a framework agreement for a duration of 02 (Two) years.								
PRICE BID FORMAT: E-TENDER No. CDO2164P20 [FOR 01 (ONE) NO. OF WORKOVER RIG]								
NAME OF BIDDER								
Bidder's GST No.								
SAC/HSN Code								
Select the benefit sought under the Policy (Use Drop Down List)								
No. of Work Over Rig quoted by the bidder (To be selected from Drop Down List) (F)								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	Mobilisation Charge	NO	1				0.00	0.00
20	Operating Day Rate (ODR)	DAY	1,028	0.00			0.00	0.00
30	Day Rate during ILM	DAY	224				0.00	0.00
40	Overtime per hour	HR	2000	0.00			0.00	0.00
50	Re-Mobilization Charge	LSM	4				0.00	0.00
Total Cost for 01 (One) no of rig (Rs)							0.00	0.00
Total Cost for 02 (Two)/04 (Four) nos. of rigs (Rs)							0.00	0.00
								The above cost should be maintained under "Total Bid Value" in the E-Tender Portal

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST)
3 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.
6. Bidder may seek benefits under Public Procurement Policy for MSEs – Order 2012.
7. Refer to GCC for detail of GST
8. Refer to SOQ & SCC for Item detail Description
9. Mobilisation Period: 30 (Thirty) days from the date of issue of LOA

PRICE BREAK-UP FORMAT FOR OPERATING DAY RATE

Name of Bidder							
Sl. No.	DESIGNATION	BASIC MONTHLY WAGES	EPF (12% of Basic + DA)	BONUS (min 8.33% of Rs. 7000.00, i.e. Rs. 583.10)	TOTAL MONTHLY WAGES PER WORKMEN	QTY	GROSS MONTHLY WAGES
1	Tool Pusher /Rig In-Charge						
2	Driller						
3	Asst. Driller						
4	Topman/Derrick man						
5	Rigman / Floorman						
6	Mechanic - ICE						
7	Asstt. Mechanic - ICE						
8	Rig Electrician						
9	Mud Attendant						
10	HSE cum Liasoning Officer						
11	Helper / Telephone attendant						
A	Total cost for wages of personnel						0.00
B	Total monthly cost for safety items						
C	Total monthly cost for vehicle						
D	Total monthly cost for fooding and drinking water expenses						
E	Total monthly cost for miscellaneous items like overhead, camp establishment, Liasoning, ESIC etc						
F	Profit per month						
G	Total monthly cost, G=(A+B+C+D+E+F)						0.00
H	Operating day rate, H= G ÷ 30.4						0.00

BID FORM

To
M/s Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDO2164P20

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2019.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)**(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**TO
CGM (CONTRACTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India**

Sir,

SUB: OIL's IFB No. CDO2164P20

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO2164P20** for **Hiring of services for Operation and Maintenance of 04 (Four) Nos. Workover Rig of OIL for a period of 04 (Four) years, with a provision to enter into a framework agreement for a duration of 02 (Two) years.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

**TO
CGM-CONTRACTS
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India**

Dear Sir,

SUB: OIL's IFB No. CDO2164P20

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB No.
CDO2164P20 for **Hiring of services for Operation and Maintenance of 04
(Four) Nos. Workover Rig of OIL for a period of 04 (Four) years, with a
provision to enter into a framework agreement for a duration of 02 (Two)
years** for any commercial/Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said
representative shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and
shall be signed by a person competent and having the power of attorney (Power of
attorney shall be annexed) to bind such Bidder.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Contd.... P/2

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
 - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

**To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute _____ (Brief Description of the Work) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Contd.... P/2

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

E-TENDER NO. CDO2164P20

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDO2164P20

**To,
The CGM-Contracts
Contracts Department,
OIL, Duliajan**

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of
Tender No. CDO2164P20**

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Original Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

TECHNICAL EVALUATION SHEET FOR BEC
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Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1		This tender is floated to cater the specific requirement of Operation and Maintenance of 04 (Four) No. Workover Rig of OIL for a period of 04 (Four) years, with a provision to enter into Framework Agreement with all technically qualified bidders for the whole scope of work. This Framework Agreement with the technically qualified bidders will be for a duration of 02 (two) years from the commencement of contract awarded against the tender for the specific requirement at the same scope of work and terms and conditions. Based on the future requirement of OIL, within these terms and conditions and scope of work of the tender, Price Bid for the service will be sought from all the technically qualified bidder(s) for the forthcoming requirements. Bidders will be techno-commercially evaluated based on criteria as mentioned below:			
2	1.0	<u>BID EVALUATION CRITERIA (BEC)</u> The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be			

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		submitted along with the Technical Bid.			
<u>1.1 FINANCIAL CRITERIA</u>					
3	1.1.1	<p>Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be as per following:</p> <p>a. For bidders quoting for O&M of 02 (Two) Nos. Work Over Rigs, Annual Financial turnover should be minimum Rs. 1,83,91,900.00 (Rupees One Crore Eighty Three Lakh Ninety One Thousand Nine Hundred only).</p> <p>b. For bidders quoting for O&M of 04 (Four) Nos. Work Over Rigs, Annual financial turnover should be minimum Rs. 3,67,83,700.00 (Rupees Three Crore Sixty Seven Lakh Eighty Three Thousand Seven Hundred only).</p>			
4	1.1.2	<p>Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p>Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.</p>			
5	Note to BEC Clause 1.1 above	<p>a. For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2), any one of the following documents/photocopies must be submitted along with the bid:</p> <p style="padding-left: 40px;">(i) Audited Balance Sheet along with Profit & Loss account. OR</p> <p style="padding-left: 40px;">(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Annexure-X.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year</p>			

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		<p>falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-X.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth, as mentioned in Para 1.1.1 & 1.1.2.</p>			
<u>1.2 TECHNICAL CRITERIA</u>					
6	1.2	<p>1.2.1 The bidder shall have experience of providing at least one complete man-management services for operation of Drilling rigs/Work-over rigs to OIL/ONGC/any E&P company or Services of charter hire rig contract continuously for a minimum period of 01 (One) year under single contract during last 07 (Seven) years to be reckoned from the</p>			

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		<p>original bid closing date.</p> <p>1.2.2 Additionally, the bidder shall have experience in successfully executing/ completing at least one 'SIMILAR WORK' under single contract during the last 07 (seven) years reckoned from the original bid closing of following value:</p> <p>a. For bidders quoting for O&M of 02 (Two) Nos. Workover Rigs, the bidder must have experience of successfully completing one SIMILAR work of value amounting to Rs. 1,83,91,900.00 (Rupees One Crore Eighty Three Lakh Ninety One Thousand Nine Hundred only).</p> <p>b. For bidders quoting for O&M of 04 (Four) Nos. Workover Rigs, the bidder must have experience of successfully completing one SIMILAR work of value amounting to Rs. 3,67,83,700.00 (Rupees Three Crore Sixty Seven Lakh Eighty Three Thousand Seven Hundred only).</p>			
7	<p>Note to BEC clause 1.2 above</p>	<p>a. "Similar Work" mentioned in Para 1.2.2 above means experience of providing Complete Man Management Services for Drilling/Workover Rig operation to OIL/ONGC/E&P companies through Man-Management service contract or Services of charter hire rig contract.</p> <p>b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <u>In case work experience is against OIL's Contract:</u> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p>A. Work order no./Contract no.</p> <p>B. Gross value of job done</p> <p>C. Period of Service</p>			

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		<p>D. Nature of Service</p> <p>II. <u>In case work experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <p>A. Contract document showing details of work, AND B. Job Completion Certificate showing: (i) Gross value of job done (ii) Nature of job done and Work order no./Contract no. (iii) Contract period and date of completion OR C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following: (i) Work order no./Contract no. (ii) Gross value of jobs done (iii) Period of Service (iv) Nature of Service</p> <p>c. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p>d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.</p> <p>e. Following work experience will also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is beyond</p>			
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the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven) years reckoned from the original bid closing date.

(iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/qty/period c) prescribed period of 07 years, to be submitted as below:

I. **In case requisite experience is against OIL's Contract:**

Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.

II. **In case requisite experience is not against OIL's Contract:**

Bidder must submit the breakup of similar work and its value/quantity/period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed value/qty/period c) prescribed period of 07 years, to be submitted as below:

I. **In case requisite experience is against OIL's Contract:**

Bidder must submit the following:

A. Breakup of similar work

B. SES (Service Entry Sheet)/Certificate of Payment

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		<p>(COP) issued by the company indicating the following:</p> <ul style="list-style-type: none"> i. Work order no./Contract no. ii. Gross value of job done iii. Period of Service iv. Nature of Service <p>II. <u>In case requisite experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <ul style="list-style-type: none"> A. Breakup of similar work B. Contract document showing details of work. C. LOA/LOI/Work order showing: <ul style="list-style-type: none"> i. Gross value of job awarded ii. Nature of job awarded iii. Contract no./Work order no. iv. Contract period and date of completion D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following: <ul style="list-style-type: none"> i. Work order no./Contract no. ii. Gross value of job done iii. Period of Work Done iv. Nature of Service <p>f. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>g. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in</p>			
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		support of Work experience as mentioned in Para 1.2.			
8	1.3	Bidders shall bid for operation and maintenance of either 02 (Two) or 04 (Four) Nos. of Workover rigs and shall categorically confirm the numbers of rigs for which they are bidding along with their technical bid.			
9	1.4	<p>The bidder must confirm the following in their bid:</p> <p>a. To provide experience and qualified personnel. The qualification and work experiences of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 (Under Scope of Work, SCC). The complete Bio-data of the key personnel to this effect must be submitted for OIL'S approval and clearance at the time of deployment</p> <p>b. To quote for full service as laid down in Terms of Reference/Technical Specifications/Details of Services.</p>			
10	1.5	Offers from bidder who had O&M Contract with OIL and the Contract(s) was terminated on account of non-performance during last 07 years from the original bid closing date shall be straightway rejected.			
11	1.6	Bidders shall have to submit price break-up for their 'Day Rate charge' as per the format provided (Annexure-A) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids without breakup of 'Day Rate charge' or price not conforming to the minimum wage act shall be rejected.			
12	1.7	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.			

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13	1.8	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
14	1.9	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.			
15	1.10	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.			
16	1.11	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			
17	1.12	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
18	1.13	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
19	1.14	<p><u>PURCHASE PREFERENCE CLAUSE:</u> Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>1.14.1 In case participating MSEs Quote price within price band of</p>			

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		<p>L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>1.14.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>1.14.3 <u>Documentation required to be submitted by MSEs:</u> Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises(MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p>			
20	1.15	<p>Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST) as per the Price Bid Format for O&M of 01 (One) No. of Workover rig for a duration of 04 (Four) years.</p> <p>Total Estimated Contract Cost for Operation & Maintenance of 01 (One) No Rig for 04 (Four) Years Contract including all taxes & duties Except GST.</p> <p>$T = TM + TOP + TILM + TOT + TRM$</p> <p>Where,</p> <p>i. Total Mobilization charges of personnel, Lump sum, $TM = M \times 1$</p>			

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		<p>ii. Total Operating day rate charge for personnel, TOP = ODR x 1028 Days [(365x4 = 1460 days) less ILM days in 4 years (7 Days x 8 x 4 = 224 days, considering 8 ILM in one year) less Sundays in 4 years (52 x 4 = 208 days)].</p> <p>iii. Total Day Rate charge during ILM days, TILM = ILM day rate x 224 days (7 days per ILM x 8 ILMs per year)</p> <p>iv. Over time rate per hour, TOT = (Operating day rate ÷ 16) x 2000 Hrs</p> <p>v. Total Remobilization Charge, TRM = RM x 4</p> <p><u>NOTE:</u> The above items/activities are as defined in 'Scope of Work' and 'Schedule of Rates and payment' of the tender.</p>			
21	1.16	<p>Irrespective of the number of Workover Rigs for which O&M has been quoted by each bidder and found to be technically-commercially acceptable, award of contract for the total requirement of O&M for 04 (Four) Nos. of Workover Rigs will be split, as per following:</p> <p>a. The L1 bidder evaluated as per Clause 1.15 above would be awarded the contract for O&M of 02 (Two) Nos. Workover Rigs.</p> <p>b. The L2 bidder will be awarded the contract for O&M of remaining 02 (Two) Nos. of Workover Rigs provided they match their total quoted rates with that of the L1 bidder. In the event the L2 bidder declines to match their total quoted rates with that of the L1 bidder, the option would be provided to the L3 bidder to match their total quoted rates with that of the L1 bidder and contract for O&M of remaining 02 (Two) Nos. of Workover Rigs would be awarded to them if they agree to match their total quoted rate accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.</p> <p>c. In case no bidders are available to award the contract for O&M of remaining 02 (Two) Nos. of Workover Rigs, the option would be given to</p>			

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		the L1 bidder, provided the L1 bidder quotes for operation & maintenance of 04 Nos. of Workover Rigs.			
22	1.17	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>			
23	1.18	<p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p>			
24	1.19	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
25	1.20	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
2.0 <u>BID REJECTION CRITERIA (BRC):</u>					
26	2.1	The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			

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27	2.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
28	2.3	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.			
29	2.4	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
30	2.5	Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.			
31	2.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
32	2.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
33	2.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
34	2.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical			

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		Attachment" Tab Page only.			
35	2.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee/Security deposit (vi) Delivery/Completion Schedule (vii) Scope of work (viii) Guarantee of material/work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration/Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact 			
36	2.11	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
37	2.12	Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.			
38	2.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ Part-VI/Integrity Pact ” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory			

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		who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
39	3.0	<p><u>GENERAL:</u></p> <p>3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>3.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not</p>			

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		entertain any correspondence in this regard.			
		3.6 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			